

STATE ARBITRATION BOARD

10780 Anderson Lane
Lake Worth, FL. 33467-5464

Phone (561) 433-4535

FAX (561) 433-8136

COPY

March 26, 2001

Mr. Robert G. Graham, President
Cone & Graham, Inc.
5201 Cone Road
Tampa, FL. 33610

Re: Arbitration Board Order 2 & 3-2001
State Project Number 10020-3524
Hillsborough County

SAB

court proceedings

Dear Mr. Graham:

Find enclosed the State Arbitration Order and Transcript as captioned above.

Should you have any questions please do not hesitate to contact me.

Sincerely;

State Arbitration Board

John W. Nutbrown,
Chairman & Clerk

cc: Board Members

STATE ARBITRATION BOARD

**10780 Anderson Lane
Lake Worth, FL. 33467-5464**

Phone (561) 433-4535

FAX (561) 433-8136

COPY

May 14, 2001

Mr. Bill Albaugh, P.E.
Highway Operations
Florida Department of Transportation
605 Suwannee Street MS-57
Tallahassee, FL. 32399-0450

Re: Arbitration Board Order 2 & 3-2001
State Project Number 10020-3524
Hillsborough County

Dear Mr. Albaugh

Find enclosed the State Arbitration Order as captioned above.

Mr. Freddie Simmons has a copy of the Claimants package as well as the Departments rebuttal for your use if you will contact him when this arrives.

Sincerely;

State Arbitration Board

John W. Nutbrown,
Chairman & Clerk

cc: Board Members

STATE ARBITRATION BOARD
STATE OF FLORIDA

CONE & GRAHAM, INC.)

)
)
)
)

- and -)

)
)
)
)
)

PROJECT NO. 10020-3524

LOCATION: Hillsborough
County, Florida

DEPARTMENT OF TRANSPORTATION)

)
)
)
)
)

COPY

RE:

Arbitration In The Above Matter

DATE:

Tuesday, February 27, 2001

PLACE:

Florida Transportation Center
1007 Desoto Park Drive
Tallahassee, Florida

TIME:

Commenced at 10:40 a.m.
Concluded at 1:00 p.m.

REPORTED BY:

CATHERINE WILKINSON
CSR, CP
Notary Public in and for
the State of Florida at
Large

WILKINSON & ASSOCIATES
Certified Court Reporters
Post Office Box 13461
Tallahassee, Florida
(904) 224-0127

APPEARANCES:

MEMBERS OF THE STATE ARBITRATION BOARD:

Mr. John W. Nutbrown, Chairman
 Mr. Jack Roebuck
 Mr. Freddie Simmons

APPEARING ON BEHALF OF CONE & GRAHAM, INC.:

Mr. Nathanael Winthrop
 Mr. Anthony Caruso
 Mr. Bob Graham

APPEARING ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION:

Mr. Marty Sanchez
 Mr. Brian McKishnie
 Mr. Gerald Golepiewski
 Mr. James Hubbard

ALSO PRESENT:

Mr. H. E. "Gene" Cowger

* * *

I N D E X

EXHIBITS	PAGE
Hearing One	
Exhibit Nos. 1, 2, 3 and 4 in evidence	4
Exhibit No. 5 in evidence	5
Hearing Two	
Exhibit No. 2 in evidence	24
CERTIFICATE OF REPORTER	103

P R O C E E D I N G S

CHAIRMAN NUTBROWN: This is a hearing of the State Arbitration Board, established in accordance with Section 337.185 of the Florida Statutes.

Mr. Freddie Simmons was appointed as a member of the Board by the Secretary of the Department of Transportation.

Mr. John Roebuck was elected by the construction companies under contract to the Department of Transportation.

These two members chose me, John Nutbrown, to serve as the third member and as the Chairman.

Our term will expire on June 30 of this year.

Now before I get into that, we have a court reporter. I would like to see a lack of conversation across the table or between individuals. The poor lady's fingers, they go crazy, but please, one person at a time do the speaking.

And if you've got a question, raise your hand and I will recognize you so we don't have a lot of conversation between us.

Okay. Will each person who will make oral presentations during the hearing please raise your right hand and be sworn in.

(Whereupon, all witnesses were duly sworn.)

1 CHAIRMAN NUTBROWN: The request for arbitration
2 of a claim submitted by a claimant including all
3 attachments thereto and the administrative documents
4 preceding this hearing are hereby introduced as
5 Exhibit 1.

6 Does either party at this time have any other
7 information you wish to put into the record as an
8 exhibit other than what you have previously submitted?

9 MR. WINTHROP: Yes.

10 CHAIRMAN NUTBROWN: Can we all have a copy of it.

11 MR. WINTHROP: (Handing documents to the Board)

12 MR. SANCHEZ: One copy, John, or would you like
13 three copies?

14 CHAIRMAN NUTBROWN: I'm going to label this
15 information from Cone and Graham as Exhibit 2. The
16 Department's Exhibit I will enter as Exhibit 3. The
17 single sheet of figures here I will enter as Exhibit 4.
18 (Whereupon, Exhibit Nos. 1, 2, 3 and 4 were received in
19 evidence.)

20 CHAIRMAN NUTBROWN: Anything else that needs to
21 be presented?

22 MR. WINTHROP: We had two stapled hand-outs. We
23 have a single sheet as 4, this as 3 --

24 CHAIRMAN NUTBROWN: No, the one with Cone
25 Corporation on the front is Exhibit 2. The small

1 packet with the received June 4, '99 with Cone and
2 Graham on the front page is Exhibit 3 and the single
3 sheet is Exhibit 4.

4 MR. WINTHROP: Thank you.

5 CHAIRMAN NUTBROWN: Marty, do you have anything
6 that you wanted to enter?

7 MR. SANCHEZ: Yes, John, the spread sheet of
8 figures.

9 CHAIRMAN NUTBROWN: The information from the
10 department will be marked as Exhibit 5.

11 MR. CARUSO: Is there an extra copy of that?
12 (Whereupon, Exhibit No. 5 was received in evidence.)

13 CHAIRMAN NUTBROWN: Take a minute and everybody
14 can examine the information you received.

15 During this hearing the parties may offer such
16 evidence and testimony as is pertinent and material to
17 the dispute being considered by the Board, and shall
18 produce such additional evidence as the Board may deem
19 necessary to an understanding of the matter before it.

20 The Board shall be the sole judge of the
21 relevance and the materiality of the evidence offered.

22 The parties are instructed to assure that they
23 receive properly identified copies of each exhibit used
24 in this proceeding. You should retain these exhibits.
25 The Board will send the parties a copy of the court

1 reporter's transcript, along with our order, but will
2 not furnish copies of any exhibits or other
3 information.

4 As is typical in arbitration proceedings, this
5 hearing will be conducted in an informal manner. The
6 Board is not required to apply a legalistic approach or
7 strictly apply the rules of evidence used in civil
8 court proceedings.

9 We are primarily looking for the information
10 regarding the facts and the contract provisions that
11 apply to this case.

12 The order of proceeding will be for the claimant
13 to present their claim and then for the respondent to
14 offer rebuttal. Either party may interrupt to bring
15 out a pertinent point by coming through the Chairman.

16 And as I said before, for the sake of the court
17 reporter and for all of us, please just raise your hand
18 and I will recognize you and get you through there.

19 We have no attorneys here today. We will go from
20 there.

21 Bob, are you or -- I'm going to start off.

22 MR. GRAHAM: If we could start with the asphalt
23 thickness issue. It's a separate, smaller discussion,
24 I would assume.

25 CHAIRMAN NUTBROWN: For everybody's information,

1 that's listed in our package as item number 3-2001.

2 MR. GRAHAM: Just as a brief overview of the
3 issues, when we bid this project, we were working on
4 the adjacent projects both to the north and the south
5 of this particular project. We are the prime
6 contractor on both of those projects.

7 This project called for a complete four laning
8 and rebuilding of existing two-lane roads, which would
9 entail the milling out of the existing asphalt and
10 base.

11 We had similar conditions on both the north and
12 the south projects.

13 This particular work activity would be paid for
14 under clearing and grubbing.

15 We are to assume at bid time how much work effort
16 that would require to include that in a lump sum.
17 There wasn't a separate milling pay item that we
18 sometimes see on milling and resurfacing jobs.

19 On the adjacent projects, we were in the
20 construction and found the existing roadway thickness
21 to vary between three and three and a half inches.

22 When we started milling this project and using
23 the data that the CEI inspectors generated, the average
24 thickness varied from 4.75 to 5.33.

25 The problems that that causes is when we

1 subcontract to the milling subcontractor, he charges a
2 flat rate to mill a certain thickness. If it exceeds
3 that rate or he has to make a second pass with his
4 milling machine, which is the case when it's over four
5 inches thick, he charges us additional monies.

6 So, the basis of the claim is strictly a
7 difference in site conditions than what we had
8 anticipated. We are only trying to recover costs
9 associated with the extra milling.

10 The total milling bills on the project were in
11 excess of \$32,000. The milling costs that we are
12 seeking compensation for is only \$3500.

13 So, the rest of the claim consists of our MOT
14 activities and supervisions associated with the extra
15 time involved with that particular operation and the
16 loading and disposal of the milled material.

17 CHAIRMAN NUTBROWN: Do you have anything else,
18 Bob?

19 MR. GRAHAM: That's all.

20 CHAIRMAN NUTBROWN: Who is going to reply for the
21 Department?

22 MR. SANCHEZ: I will go ahead and start. The
23 Department's contention is this corridor is pretty well
24 aged. Without a doubt it's experienced resurfacing
25 over the years.

1 You heard Bob say that his bid assumption was
2 based on what he experienced on the jobs prior to this
3 particular project. We contend that that bid
4 assumption, that's his risk. Whenever they make bid
5 assumptions, the contractor can sometimes benefit from
6 the assumptions.

7 It's our contention that the two earlier 41
8 projects, they were in a position to make a reasonable
9 bid assumption, and we believe that three inches would
10 have been a reasonable bid assumption. So, therefore,
11 they most likely would have benefited on the other two
12 projects.

13 In turn, coming to this project and the -- you
14 will see the average thicknesses range from roughly
15 four and three-quarters to around 5.3. There's a fine
16 line there as to what can be determined as reasonable.

17 That range thickness for a corridor, as old as
18 this particular corridor, we didn't think the -- it
19 would be extremely unreasonable.

20 CHAIRMAN NUTBROWN: Anything else?

21 MR. MCKISHNIE: To add on that just for a second,
22 considering the plans did not indicate a specified
23 thickness, and like Marty said, it was likely to have
24 been resurfaced at some point in its history.

25 We didn't feel that, you know, rather than

1 arguing reasonableness of the bid or not, we didn't
2 feel the conditions that we encountered were a change
3 in site condition. We felt that what we experienced
4 could have reasonably been assumed, if in this case it
5 wasn't -- that wasn't the assumption used at bid.
6 Rather than discuss or argue whether it was reasonable
7 or not, there were some risks associated with that
8 fairly low number.

9 The Department's position is that it's not
10 reasonable for us to be anticipated to take the burden
11 of every bit of removal over and above that three and a
12 half inches, especially when the overall average --
13 there doesn't seem to be a dispute in what the actual
14 thickness was. It's in the range of five inches or
15 less when averaging the whole thing.

16 CHAIRMAN NUTBROWN: How about the jobs on either
17 side of them that was open and available for them to
18 inspect and see what was there? How does the average
19 in those compare?

20 MR. MCKISHNIE: I don't know that we have data to
21 show the average. Cone and Graham has made the
22 statement that it's in the range of three or three and
23 a half. I don't know that we have any data to show it
24 was in that range or not.

25 CHAIRMAN NUTBROWN: Was there any information in

1 the plans that would indicate how much was there?

2 MR. MCKISHNIE: On this job?

3 CHAIRMAN NUTBROWN: Yes, on this job.

4 MR. MCKISHNIE: No.

5 MR. GRAHAM: We do know that there is a precedent
6 of the Department paying for extra thickness asphalt to
7 be milled because we received a supplemental agreement
8 on the job adjacent to this one on the north side.

9 So, I guess it becomes an argument at what point
10 is it too thick and the contractor should not assume
11 all the costs associated with that.

12 While this thickness is not extraordinarily above
13 the average that we had anticipated, when you talk
14 about the full length of the project and the magnitude
15 of the milling required to take this additional paving
16 out, it becomes a pretty big cost for us.

17 In regards to anticipating resurfacing an
18 existing road, I wouldn't dispute that, but normally we
19 would see in a typical urban-type area that has curb
20 and gutter on each side of it, you are not going to go
21 out there and resurface the top of it without lowering
22 the grade of the existing road because then you are
23 going to have a drainage problem between the curb
24 lines. You are not going to plaster on two inches on
25 top of what is there and continue to raise the

1 thickness of the asphalt.

2 We've not found that to be the case in jobs of
3 this nature.

4 CHAIRMAN NUTBROWN: You are saying this road did
5 not have curb and gutter at the time you started?

6 MR. GRAHAM: There were portions that had curb
7 and gutter, which would lead me to believe that
8 suddenly you would not put another two inches on top of
9 that because it would mess up the drainage.

10 MR. ROEBUCK: Did you notify the Department about
11 any claim pending over this extra thickness? Did you
12 put them on notice?

13 MR. WINTHROP: Yes, we put them on notice.

14 MR. MCKISHNIE: If I might speak to that. There
15 were some sections with curb and gutter, I think
16 primarily around the various intersections, but the
17 bulk of the job, if my recollection is correct was
18 rural typically and no curb and gutter.

19 In the essay that was included earlier on was
20 different than this scenario because it's my
21 understanding that what is included on that essay
22 document is the plans included a thickness of four
23 inches of asphalt and they encountered 25 inches.

24 That's an area where we specified a thickness of
25 four and it actually came out to be 25 inches. We

1 agreed that is a change in site conditions but it's
2 different than this case.

3 MR. SIMMONS: The typical section, did it include
4 X depth milling or did it basically say get all the
5 asphalt up.

6 MR. SANCHEZ: Reconstruction.

7 MR. SIMMONS: You are milling all the asphalt up,
8 putting new structural and friction course down?

9 MR. MCKISHNIE: Did not specify milling.

10 MR. SANCHEZ: Just total reconstruction.

11 MR. CARUSO: I would like to address the
12 referenced claim to the project to the north, what we
13 were speaking about.

14 The supplemental agreement, the intent of that
15 supplemental agreement, although the quantity was large
16 in that particular area, the intent of that
17 supplemental agreement was to compensate the contractor
18 for what we had considered to be above an average of
19 what to be expected for asphalt on the roadway.

20 In that supplemental agreement, if you read it,
21 the Department determined that anything in excess of,
22 say, four inches would be unreasonable for a contractor
23 to consider that in bidding the job, especially for
24 milling, because it would require second pass milling
25 operations and other associated costs.

1 That was the large part of getting that
2 supplemental agreement approved in the Department,
3 establishing a baseline.

4 MR. SIMMONS: Was that supplemental going on
5 while this was going on?

6 MR. CARUSO: Two separate projects.

7 MR. SIMMONS: I understand that, but time
8 frame-wise had you already processed that before this
9 job was bid? What is the time frame related to the
10 two?

11 MR. McKISHNIE: It was executed in August of
12 1998.

13 MR. SIMMONS: The supplemental on the job?

14 MR. McKISHNIE: Yes.

15 MR. CARUSO: As part of an overrun essay on that
16 job. The 1998 frame is when it actually went to
17 compensate the contractor to settle a variety of
18 issues.

19 MR. SIMMONS: So, actually, that supplemental was
20 done after this one was initiated?

21 MR. WINTHROP: It was processed after, but
22 I think the impact was during 1997, concurrently with
23 the other projects.

24 MR. SIMMONS: Okay. Help me to understand.
25 I know the milling itself is only, as Bob was saying,

1 3500 or so of this total.

2 The milling by the invoices that were part of the
3 package here, what was -- had he just been milling up
4 to the three and a half expected? What was his bid?

5 MR. GRAHAM: Sixty cents.

6 MR. SIMMONS: Then the next one shows when he
7 went to four inches it went to 69. Is that the way
8 I read that?

9 MR. GRAHAM: Correct. So we just charged the
10 nine cents. There wasn't any charge on this first one
11 for the 60 cents.

12 MR. SIMMONS: The next one is that when he went
13 below four inches, is that when he went to the 90
14 cents?

15 MR. GRAHAM: It was more than four inches thick.

16 MR. SIMMONS: Most of the rest of the costs was
17 in the maintenance of traffic you said, Bob?

18 MR. GRAHAM: That's correct, Freddie. There's
19 also some dump truck costs associated with it.

20 MR. WINTHROP: This job was phased where when we
21 switched traffic we would have to bring the millers in
22 to remove the old asphalt and then we could begin our
23 remaining storm drainage utilities, to begin roadway
24 reconstruction after this was done.

25 If it required a second pass, there was

1 additional time in trucking and handling materials out
2 there. Sometimes there is a market value for the
3 milled material. In this case there wasn't a market.
4 Our paver did not want the material, and we had to
5 stockpile it behind pond three.

6 In part of our punch list at the end of the job
7 was the removal of this sizable stockpile of milled
8 material. We had to haul it up to adjacent projects.
9 We tried to sell as much as we could during the life of
10 the project but were unable to do so.

11 We had some double and triple handling in this
12 additional material.

13 MR. SANCHEZ: From the Department's perspective,
14 we are again reiterating our view that a three-inch
15 thickness assumption for this corridor in the rural
16 section -- it wasn't an urban section -- isn't
17 reasonable.

18 You heard Tony talk about pavement thickness
19 represented in jobs adjacent. Well, that pavement
20 thickness was four inches, which is an inch more than
21 what Cone and Graham alleges their argument is based
22 on.

23 If I might add, too, as far as the impacts go,
24 and the costs submitted to the Board for consideration,
25 there's direct costs that Bob discussed, MOT issues,

1 hauling, and millers, et cetera.

2 In addition -- and this issue might extend to the
3 other issue that we discussed -- Cone and Graham is
4 requesting four days for extended home and field office
5 overhead.

6 Again, that's a cost issue that we don't see --
7 you've probably read in our rebuttal, this contract
8 finished on time, so because the contract finished on
9 time, we have difficulty in understanding how there is
10 an extended presence on the project as submitted.

11 We have two views we are attacking. We don't
12 think a three-inch pavement thickness judgment on this
13 project is reasonable.

14 And second, in their quantum presentation they
15 include costs for an extended field presence when the
16 contract finished within approved contract time. And
17 Cone and Graham was provided payment for all time
18 extensions related -- unrelated to this issue that the
19 Department executed.

20 MR. WINTHROP: We feel we would have finished the
21 contract earlier than our completion date without the
22 additional milling. These were bottleneck areas where
23 the traffic essentially came to a halt while we
24 switched traffic and removed this material so we could
25 begin the crunch of our work. We felt we would have

1 finished at least four days earlier.

2 Also, with the additional payment beyond the
3 original contract time, those issues were separate.
4 I don't believe there is any language in global
5 settlement in any of those agreements or issues besides
6 the ones specifically discussed in those supplemental
7 agreements. We are not aware of any on the table.
8 That's not our understanding.

9 We reserved our right, even at the time we signed
10 and settled those agreements to pursue those other
11 issues. That was understood.

12 MR. MCKISHNIE: What was not understood is that
13 if the job finished within allowable contract time,
14 there may have been a contention that the job could
15 have finished earlier. That didn't happen. You would
16 think the appropriate claim mechanism would be a cost
17 for some sort of acceleration.

18 What efforts did they undertake that were over
19 and above what they reasonably anticipated that allowed
20 them to get back on target?

21 In this case, you know, we don't know whether it
22 had the four-day impact, but we did not see any
23 evidence of acceleration and don't know that the
24 overhead costs really apply to this when they finished
25 on time, allowable time.

1 MR. CARUSO: To add to that, please, going back
2 to the actual thickness, I would like to do that and
3 pose a question.

4 What would be considered unusual or -- unusual
5 thickness without any notes in the plans, without any
6 typical sections or reference to, or historical data of
7 resurfacing projects? What would that cut-off be? If
8 not three, if not four, would it be five? How would
9 you determine that? That was the intent of the other
10 essay.

11 MR. WINTHROP: We felt with what was being
12 reconstructed, I believe, was three and a half inches
13 of structural with half inch of friction. I might be
14 wrong, but that's my recollection of this project.

15 With this lump-sum item, I don't think the
16 Department has written in the specs or wants
17 contractors to bid worst case scenarios. We felt three
18 to four inches was a reasonable assumption. That's
19 what we were replacing.

20 It took quite a few cores to determine the actual
21 average thicknesses over the project. That is not
22 reasonable for us to do prior to bid under traffic
23 conditions to perform those kind of cores to get a
24 ballpark.

25 So, I guess it comes down to why do we have the

1 differing site conditions clause in the specifications?

2 We feel this is a type two scenario where the
3 information was not provided and the change or the
4 additional depth constitutes -- is differing material
5 in kind and affecting our costs. That's what we've
6 tried to show as direct costs and delays to the job
7 because of the additional thicknesses.

8 MR. SANCHEZ: The site is an old corridor being
9 resurfaced. The three-inch assumption we don't
10 consider falls into the category of a different site.

11 MR. MCKISHNIE: It could be considered
12 reasonable, but there's a risky assumption you pretty
13 much know there's not going to be less than that. You
14 are basically assuming a very bare bones thickness from
15 the get-go.

16 To tack on to what Tony said as far as a
17 definition, I would agree that the other essay that we
18 have, and I don't know that it's an exhibit. It's a
19 case of differing site conditions.

20 We identified four inches. We encountered 25
21 inches. The essay is written in that way.

22 We agree that essay constitutes a differing site,
23 but we do not see that an average thickness of less
24 than five inches on a rural typical is a change in site
25 conditions.

1 MR. SIMMONS: Was the other essay related to
2 having to get 25 inches out?

3 MR. WINTHROP: Yes.

4 MR. CARUSO: And costs associated with multiple
5 passes.

6 MR. WINTHROP: Even though the thicknesses are
7 quite different, the cost ball parks for both essays
8 are quite similar. I believe that was in the \$25,000
9 range, this one was in the \$35,000 range. It's
10 probably a similar amount of asphalt if you can
11 imagine, but one spread out over a large area, one is
12 in an isolated area.

13 From our perspective a smaller thickness increase
14 over a larger area is a greater impact than an isolated
15 area.

16 MR. SIMMONS: In the plans themselves we didn't
17 show a thickness?

18 MR. SANCHEZ: No.

19 MR. GOLEPIEWSKI: I'd like to address the issue
20 of stockpiling material for maintenance, maintenance of
21 traffic on pond two.

22 That material was used for driveway maintenance,
23 material which they were paid for as a separate pay
24 item, a lot of that material they were paid for.

25 I think that was their decision. I understood at

1 the time that was Cone and Graham's decision to
2 stockpile that material for that purpose, not as -- to
3 help out their miller and having too much material.

4 MR. GRAHAM: Jerry, would you agree that there
5 was excess material at the end of the job that had to
6 be hauled off?

7 MR. GOLEPIEWSKI: That's a judgment, how much did
8 you stockpile versus how much were you going to use.
9 At the end of the job there was a small pile there,
10 yes.

11 CHAIRMAN NUTBROWN: Do you have any other
12 questions?

13 MR. SIMMONS: No.

14 MR. ROEBUCK: No.

15 CHAIRMAN NUTBROWN: Marty, do you have anything
16 else you want to add?

17 MR. SANCHEZ: No.

18 CHAIRMAN NUTBROWN: Okay. Bob?

19 MR. GRAHAM: No.

20 CHAIRMAN NUTBROWN: Okay. Okay, Mr. Contractor,
21 you have completed your presentation. Mr. Sanchez for
22 the Department has completed his rebuttal. Mr. Simmons
23 doesn't have any further questions, Mr. Roebuck doesn't
24 have any further questions.

25 The hearing is hereby closed. This Board will

1 meet and deliberate on this over the next 30 days, and
2 usually we -- it says six weeks in here, but we try to
3 get them done as quickly as possible.

4 Sometimes we try to deliberate a little bit the
5 day of the hearing. I don't know whether that will
6 take place today because we have a full schedule. We
7 will have another hearing in approximately six weeks,
8 and at that time we will deliberate if we haven't done
9 it already.

10 So with that we will close this hearing and we
11 will open the hearing.

12 Ms. Wilkinson, will you please note in the next
13 hearing that everybody has been sworn in. We will
14 continue. There's no sense in me reading this whole
15 paraphernalia again.

16 All right, the next one is relating to utility
17 delays on Florida Avenue, and Mr. Contractor -- first
18 is there any information on that project that needs to
19 be submitted?

20 MR. WINTHROP: I have several aerial photographs.
21 I do not have them as copies. They are individual
22 photographs. I'm wondering if I can pass these around
23 to make a couple of simple points.

24 They are not that detailed unless anybody has an
25 objection to it. They were part of the monthly aerials

1 that were performed on the project.

2 CHAIRMAN NUTBROWN: Okay. Supposing we do that,
3 and then I would ask you to have color copies made and
4 forwarded to the Board and I will distribute them as a
5 package.

6 MR. WINTHROP: Very well.

7 CHAIRMAN NUTBROWN: Those photographs will be
8 Exhibit 2.

9 (Whereupon, Exhibit 2 was received in evidence.)

10 MR. ROEBUCK: We can look at them and then decide
11 if they are that relevant.

12 MR. SIMMONS: You can just do some kind of Xerox
13 color thing. You don't have to go get films.

14 CHAIRMAN NUTBROWN: They don't have to be prints
15 of them.

16 MR. WINTHROP: You may not find them necessary.

17 What I would like to do today is kind of talk
18 about how we began this project and worked up to the
19 point where --

20 MR. ROEBUCK: Before you start, just one point of
21 policy here. These submittals, Marty, Cone had a lot
22 more than you did. You looked at theirs and do you
23 think this is going to cause you a misunderstanding of
24 something you are going to have to study more?

25 MR. SANCHEZ: There's a couple of things I hadn't

1 seen yet. You can go ahead and start talking. I will
2 be looking through it.

3 CHAIRMAN NUTBROWN: If you do, just let us know
4 and we will talk about it.

5 MR. WINTHROP: These submittals are not an
6 original analysis that was performed. They are either
7 party of our submittals to the Department -- some are
8 part of the partnering agreement that everybody
9 attended. Some are the DOT's internal scheduling
10 documents.

11 And then we have engineering dailies and minutes
12 from the utility meetings, documents that are already
13 in their possession and part of the record. I just
14 wanted to highlight some points from these documents.

15 CHAIRMAN NUTBROWN: Just a minute, Chuck. This
16 stuff that you gave us -- okay, Ms. Wilkinson, these
17 need to be readdressed as not being part of the first
18 hearing.

19 The exhibit marked Exhibit 2, tentative work
20 schedule relates to job number 10020-3524.

21 MR. ROEBUCK: They both do. This is claim two of
22 a two-part claim -- issue two, of a two-part claim.

23 CHAIRMAN NUTBROWN: But these additional things,
24 am I correct, they go with the scheduling?

25 MR. WINTHROP: Yes. They don't have to do with

1 the milling claim. One is a contractor's score that
2 has to do with the TECO delay and the other one is a --

3 MR. SIMMONS: The correct number is 2-2001. The
4 last one was 3-2001.

5 CHAIRMAN NUTBROWN: Go ahead. Apologize for the
6 interruption.

7 MR. WINTHROP: I'd like to talk about how we
8 began this project and began the work up to the point
9 where we feel we were impacted, will talk a little bit
10 about the nature of the impacts and then talk about
11 some of the residual effects of these impacts beyond
12 the date when they were resolved and we began working
13 the areas of impacts.

14 I will begin with these photographs. This first
15 photograph is an aerial dated from April of '96. This
16 was the -- the contract started July 6, so this was a
17 few months prior to us beginning work.

18 It shows TECO working at the north end of the
19 project installing a series of 85-foot concrete steel
20 reinforced poles, installing their line of new poles at
21 the north end of the project.

22 MR. ROEBUCK: Transmission poles.

23 MR. WINTHROP: These photographs are dated June,
24 July and September. They show much of the same areas.
25 They all indicate the same point is TECO was installing

1 new strain poles from the north end of the project
2 working to the south.

3 We were working on an adjacent project, and some
4 of their relocation work on the north end of the job
5 had to do with the north adjacent project, but they did
6 continue well into the new project areas.

7 We were concerned about this because the traffic
8 control plans specifically show work beginning from the
9 south end of the project out of pond one and pond two
10 to activate the drainage systems for the new roadway.
11 That's where we planned on essentially beginning most
12 of our work, along with utility work under the JPA
13 contract.

14 So in an effort -- we noticed this was a
15 potential problem. In an effort to mitigate this
16 problem beyond any requirement by the contract -- and
17 this is an unusual nature -- we met with some of the
18 representatives from TECO, Ms. McGehee and Sam Bregacy
19 with Transmission, and Matt Gulch with distribution
20 with TECO on June 6 in an effort to tell them if they
21 can shift their forces to the south so that it would
22 complement our efforts when this project began.

23 They at the meeting didn't indicate that this
24 would be a problem, and did make some efforts to shift
25 their forces to Fletcher Avenue at the very south end

1 of the project and work up to 138th Street. So it
2 looked like we were going to be okay with their
3 relocation schedule.

4 We also noticed in the contract plans that GTE
5 was phased in phase one they were supposed to begin --
6 their first phase was indicated on the north end of the
7 project. Phase four and five was the south end of the
8 project.

9 We discussed this problem with Jack Ellis with
10 GTE, and told him we would begin installing their new
11 conduit system on the south end of the project, which
12 would be phase four, would that be a problem.

13 And he didn't have a problem with us beginning
14 phase four instead of phase one as stipulated under the
15 relocation schedule.

16 So these two efforts were in order to mitigate
17 this conflict that was inherent to the contract
18 documents.

19 As such, we attended the preconstruction
20 conference. We submitted a tentative work schedule.
21 That's page one of submittal number two.

22 We specifically discussed clearing and grubbing
23 of the pond sites and excavation of the ponds, and then
24 proceeded with installation of the necessary drainage
25 structures.

1 If you go to page two, these are copies of the
2 traffic control plans. And under phase one they
3 specifically call for installation, clearing and
4 grubbing of the ponds and installation, grading of the
5 ponds, installation of associated control structures.

6 In phase 1-D, they specifically call for group
7 three, a series of structures to be installed in phase
8 one, in order, prior to beginning phase two.

9 Now on the south end of the project, the road was
10 going to be lowered and curb and gutter was going to be
11 installed. These systems had to be active in order to
12 accept flow from the construction area and the new
13 pavement areas.

14 Now we've been in a drought condition for a
15 couple of years, but at the time of this project, if
16 this had not been done -- and by the summer of '97 we
17 got into some significant El Nino impacts. These ponds
18 in my recollection were at their hundred year levels.

19 They were flowing into the out-falls during much
20 of this rain activity, and the areas that we had
21 bulkheaded up and not activated became seriously
22 flooded.

23 We spent a lot of nights and weekends out there
24 busting out bulkheads in order to activate as much of
25 the drainage system that was installed on a piecemeal

1 basis in order to alleviate flooding on the project.

2 There was also some private property that was
3 flooded. It was an ongoing problem.

4 It was necessary that we start with these
5 structures and maintain flow into these ponds. It was
6 critical for this project.

7 Now looking at a page from the Tampa Electric
8 Company, they have immediately after clearing and
9 grubbing, they have 110 days listed. In item three
10 during drainage they have five days listed.

11 We made an assumption in our schedule and in our
12 planned operation that we could work and install these
13 initial drainage structures and associated runs, trunk
14 lines, to these separate systems concurrently with the
15 planned utility work.

16 There's nothing in the TECO relocation schedule
17 that we can discern or figure out when they are going
18 to be moving specific poles or specific line of poles
19 or that there is a transmission or distribution,
20 separate schedule.

21 We didn't have much to go on, so we made the
22 assumption that we could begin this work and work
23 concurrently with this non-JPA agency.

24 If you look at the estimate of contract time that
25 the Department came up with, it looks like they made

1 the same assumption we did. They have 110 days in TECO
2 utilities planned concurrently with phase one work and
3 phase two work, and they have flow in their schedule
4 for TECO.

5 I know that's not part of the contract document,
6 but what I'm trying to say is that we made the only
7 assumption we could, that we would be able to begin
8 work and that our schedule would dictate how everybody
9 else worked on the project.

10 Our schedule would mandate and trump any other
11 vague relocation schedule, and they would coordinate
12 and work with us as we were following the traffic
13 control plans.

14 We weren't making up or creating a different type
15 of approach to this job. We promised to follow the
16 traffic control plans, and we did to the best of our
17 ability.

18 Now a big contention of Marty's rebuttal is the
19 fact that we didn't turn in a CPM as dictated in the
20 contract documents, and that impacted how everybody
21 worked out there.

22 There was some lack of knowledge that people
23 didn't know or the other utility agencies didn't know,
24 and the Department didn't know where we would be
25 working.

1 I'd like to refer you to the -- this job was a
2 partnering job. We did attend -- I don't think Marty
3 attended and I don't think TECO attended. Brian was
4 there. It was a pretty good partnering meeting.

5 Part of that meeting was to talk, discuss the
6 schedule and the submittal date. Part of this action
7 plan at the partnering agreement -- it's not binding,
8 but we all talked about submitting it by August 16.

9 Our initial submittal -- Paul Landrum was our
10 scheduler at that time. We essentially met that date.
11 The Department did not approve that particular
12 schedule. They wanted some cost loading to be
13 performed and some other minor adjustments to the
14 schedule that would meet the specification, but the
15 information in the schedule was certainly submitted.

16 It was no surprise to the Department that it was
17 on August 16. That was agreed upon and understood by
18 all parties at the partnering meeting. So, we didn't
19 really have a CPM to talk about up to the 16th.

20 We began work. We submitted controlling item
21 work sheets every two weeks at -- or every week at the
22 utility progress meetings. We submitted them to the
23 Department. They signed and approved them.

24 I've got the sheet dated the 26th of August where
25 we turned in a two-week look-ahead where we are going

1 to be installing -- planned to install 50 four-inch
2 RCP. We specifically delineate the structures we are
3 planning on working to. This is August 26. This is
4 signed and approved by the project engineer.

5 Again, it's no mystery to anybody where we are
6 going to be working and what we are going to be doing.

7 We came out of pond one, installed the drainage
8 line to pond one, established our trunk lines, then
9 went to pond two and began working out of there.
10 That's where we ran into our problems.

11 There are a number of mechanisms we used to keep
12 everybody in the loop, provide them with information
13 and a planned sequence of activities that we were
14 planning on doing.

15 There's no record from the Department in response
16 that we were making a gross error in judgment or we
17 made an incorrect assumption or warning us not to
18 proceed in this manner because it would have been
19 fruitless.

20 We worked up to literally a point where we could
21 not install the structure because of a TECO pole being
22 in conflict with it.

23 We had decided on this job, because of the
24 condensed nature of the 540-day contract time and the
25 number of utilities present on the job, to go with

1 precast structures to ease and speed installation.

2 I have a small drawing on here. It's kind of
3 light because of the copy machine, but it shows a
4 typical area where you have -- and this is to scale --
5 where you have a TECO pole, a fairly large drainage
6 structure, and then you have some other utilities that
7 must go in after you put in the drainage.

8 Drainage is the deepest on here. It controls the
9 entire project. It's critical to get the trunk lines
10 in so you can put in additional GTE conduit, water or
11 force main because it's a joint trench.

12 You have to put in the deepest first or you are
13 going to be fighting this stuff falling in on you and
14 you have to use additional sheeting. It really slows
15 production if you don't work from the bottom up.

16 Now, initially in the project we felt that TECO
17 was doing a fairly good job of installing the new
18 poles. Transmission seemed to be doing an excellent
19 job. They had managed to get most of the poles in
20 prior to the start of the project, and I believe they
21 finished all of the pole installation sometime in early
22 or mid August.

23 In our experience that is the majority of work
24 and effort they have to do is installing the new poles.
25 They had then transferred and energized all their

1 transmission lines. We felt they were in the home
2 stretch.

3 It was up to distribution. They didn't have to
4 install new poles, they merely had to transfer their
5 lines over. And specifically from about 138th Street
6 up to Bearss Avenue on the east side of the road, that
7 was our planned phase two construction of the roadway.
8 We felt it would not take an enormous amount of time
9 for them to just transfer their lines over.

10 On other projects Florida Power, in order to
11 mitigate some of the impact, I know on our State Road
12 54 project they have elected to install new lines on
13 the poles instead of relocating the lines. It saves
14 time. Then they salvage the lines on there.

15 There are a number of things utility agencies can
16 do to speed things along.

17 What we did not anticipate was the late start of
18 the distribution agency on bringing crews in to
19 relocate this work. I think I have this in my
20 correspondence, but I'd like to highlight some of
21 the -- some of the notes from the utility conferences.

22 Again, if you read the utility conference
23 information, we talk in utility conferences about the
24 storm drainage we are planning on doing and where we
25 are going to be working. Everybody was there. There

1 was no objections, there was no mystery to anybody.

2 Then we look at some of the -- from the second
3 meeting we look at the transmission department -- I'm
4 sorry, the distribution Department. They report on
5 August 6 that work is expected to begin next week
6 starting at the south end of the project working north,
7 and no problems are anticipated at this time. We
8 expect them to be out there the following week.

9 MR. ROEBUCK: What page?

10 MR. WINTHROP: I don't have the pages numbered,
11 but if you look at the back of the document, we are at
12 the second utility conference dated August 6, 1996.

13 MR. SIMMONS: Okay.

14 MR. WINTHROP: Sorry about that. Again, on the
15 first page we talk about continuing storm sewage
16 construction, exiting pond one, which we had stated
17 under our work plans and we stated at the
18 preconstruction conference.

19 Our response back from the distribution
20 department is they are going to get out there and start
21 work next week. Although I felt they could have begun
22 work earlier, they didn't. They didn't anticipate any
23 problems at this time.

24 Now, if we go to the third utility conference
25 where Cone and Graham is discussing storm sewer

1 installation out of pond two, which is where this set
2 of drainage structures is where we encountered our
3 problems, and this is August 20.

4 Distribution did not attend the meeting. Work
5 has not begun. Work crew did not begin work this past
6 week as expected.

7 So, the Department is a little perplexed on why
8 they are not starting. We are certainly concerned. We
9 continue to proceed with our work.

10 Now I jump to the sixth utility conference
11 meeting. This is October 1.

12 We have already been impacted and we've shifted
13 up to pond three because we can't finish our drainage
14 in pond two.

15 There we see Tampa Electric has finally got two
16 work crews on the project to perform their work. It's
17 unfortunate that they did not really mobilize two work
18 crews until these problems arose. I felt that if they
19 had begun two work crews back in August as was planned,
20 we might have avoided a lot of these impacts.

21 At this point in the project everybody spent a
22 lot of time doing walk-throughs. We worked up to a
23 particular structure. There was a conflict with a
24 pole. We could not work on our trunk line that headed
25 north along Florida Avenue on the east side.

1 And for a while we did, as part of our original
2 claims package, we jumped around and put in some side
3 drainage, although we had an oversize crew.

4 We didn't have structures on site because the
5 precasting schedule then got all disoriented and
6 buggered up. We had to work with what structures were
7 on site.

8 A lot of these were piecemeal. We didn't have
9 complete systems on site as planned. We did a lot of
10 jumping around, had a lot of inefficiencies with our
11 pipe crew working until this problem was resolved.

12 I'd like to go to the ninth utility conference.
13 This is November 12. Again, we look at the
14 distribution department. They reported that one crew
15 is working on the project. The second crew is working
16 on the north end of the project working south.

17 They -- this is one of the few times they do give
18 us feedback on the progress. They say, well, we expect
19 completion of the work in approximately two months.
20 They didn't make two months. It was mid or late
21 February before they finished their work. That's
22 erroneous information that we're working on.

23 Then I go jump to the twelfth utility conference
24 on December 31 and go to distribution. They didn't
25 attend. And Duluth Caprin notes, there's been no

1 activity in the past three weeks.

2 This was a problem with the distribution
3 department. They had other problems. I think there
4 might have been a storm in another part of the country
5 that demanded their crews, but they were in and out of
6 the project, didn't have a continuous effort on the
7 project to perform their work.

8 This impacted our work, which was continuous and
9 dependent upon coordination with this agency.

10 Now, how did it impact the job? Marty stated in
11 part of his letter that the phase one traffic switch
12 happened ahead of our schedule.

13 Now, I'd like to talk about what the phase one
14 traffic shift entailed. That was a lot of temporary
15 asphalt wedges that we placed and then shifted people
16 onto these widening areas to free up some areas where
17 we could perform permanent roadway construction.

18 I agreed that the phase one shift happened on or
19 around our original baseline that was submitted, or if
20 not a week earlier.

21 Where we really got impacted was we didn't have
22 the trunk line, enough progress on the trunk line. It
23 impacted the phase two shift, meaning we got a
24 two-month window where we were fairly well impacted
25 with our pipe crews. We were counting on them to be

1 far enough ahead.

2 The storm drainage installation was almost the
3 slowest start of our roadway construction efforts. We
4 now had areas that we were behind with storm drainage
5 and we couldn't apply grade crews and roadway crews to
6 begin roadway construction or -- and we had to
7 piecemeal a lot of utility work. We were behind the
8 eight ball with our new roadway construction.

9 If you look at our baseline schedule, our phase
10 two to phase three shift where we are putting people on
11 newly constructed road was supposed to happen somewhere
12 in late March. We didn't begin to perform this traffic
13 shift until the mid or late May. We didn't complete
14 that traffic shift until the summer.

15 What we had to do is piecemeal the traffic
16 shifts. That was one of the mechanisms we used to
17 mitigate the delay.

18 Now if everybody can -- again, I apologize for
19 the haphazard nature, but if everybody can find the
20 engineer weekly summary dated 12-29-96, TECO is
21 essentially managing to get the poles out of our way in
22 the areas that were critical, but we are feeling the
23 full impact of not being able to perform our planned
24 work.

25 I will call attention to the cash flow job

1 progress which shows 24.2 percent completion. The
2 elapsed time is 31.2.

3 MR. ROEBUCK: I'm lost.

4 MR. WINTHROP: Engineer's weekly summary.

5 MR. SIMMONS: It's about halfway in the middle
6 there. Look down close to the bottom left-hand corner
7 where it says week ending 12-29-96.

8 (Brief pause)

9 MR. ROEBUCK: Okay. Make your point.

10 MR. WINTHROP: Essentially it's showing us behind
11 schedule. The money is at 24 percent; the elapsed time
12 is at 31 percent and the CPM had planned a cash flow
13 showing 39 percent.

14 I believe it was then in January that we were
15 issued a letter by the CEI that we are approaching our
16 delinquent status and we are being threatened with
17 delinquency. They don't recognize the delay issue.
18 They don't wish to resolve it.

19 And so at this point with the delinquency hanging
20 over our shoulder, we have to catch back up.

21 The next page is dated May 18, '97. The cash
22 flow is at 55. The elapsed time is at 56. The
23 progress schedule shows 63 percent.

24 We have essentially caught up with time versus
25 money. I believe it was July of this year where the

1 Department then accepted -- once we had caught back up
2 and mitigated the impacts to the schedule, they then
3 accepted that schedule as a revised baseline schedule.

4 This delay is pretty much bracketed by the
5 beginning of the project in July or August of 1997.

6 We then get into some El Nino impacts which delay
7 the project again. That's what I would like to show on
8 the following page, 6-22-97 and the following page,
9 8-10-97 you can find that we slip again behind
10 schedule.

11 But there are some notes in those two summaries
12 about the amount of rainfall we are beginning to
13 experience on the project, which are reaching record
14 events. Those are not concurrent delays. They are
15 really separate issues. They are bracketed by separate
16 time frames.

17 The proof is in the pudding. We were behind
18 schedule. We were threatened with delinquency. We did
19 a lot of things to catch up with the cost curve, which
20 is difficult to do on a project of this nature.

21 What kinds of things did we do? Again, we split
22 up where they have global traffic switches for the
23 entire length of the project that were planned under
24 the original traffic control plans. We had to break
25 these up into areas that became available.

1 On the south end of the job, on the west side of
2 the road there was a line of GTE poles that impacted
3 our work. We couldn't shift traffic there because the
4 conduit got behind, because the storm drainage was not
5 in.

6 Between 138th and Bearss, we were able to build a
7 small part of the road and to shift folks onto that
8 part of the road when it was complete.

9 We had to do many, many traffic shifts, and we
10 were not compensated under the lump sum MOT item for
11 this additional work which involves more people and
12 more effort to do smaller switches versus larger ones.
13 We had restricted areas of working.

14 We noted that in our original claim. We talked
15 about if we don't resolve this issue we are going to
16 have to accelerate the contract, accelerate our work
17 forces to catch up.

18 The reply from the Department is they don't see
19 any evidence of it and don't agree and this is our
20 fault. We also noted it on just about every CPM
21 submittal during this time frame of some of the efforts
22 we were having to do to mitigate these delays, but it
23 fell on deaf ears.

24 Some of the other costs were additional crossings
25 for some of the storm drainage stub-outs, which we

1 should have been able to leave stubbed out but we
2 crossed in order to find areas for pipe crews to work.

3 We also gave up a lot of joint trenching areas
4 because the utilities, the stuff had to go in as soon
5 as possible. The storm drainage had to wait.

6 We either had to fight utilities that were above
7 the drainage line or had to come back and put in
8 utilities after we had gotten piecemeal drainage in
9 because we were trying to find areas for our crews to
10 work.

11 We didn't shut the job down. We tried to keep
12 everybody active. That makes for a much more confusing
13 delay claim because we are out there working, doing
14 some work.

15 In our opinion it wasn't on the areas we had
16 planned to and it wasn't on trunk line work, which
17 affected subsequent efforts.

18 That pretty much wraps up my presentation.
19 I might have missed one or two things, but I've spoken
20 long enough. I will give the floor to my buddy, Marty.
21 (Brief pause)

22 MR. SANCHEZ: I think one of the underlying
23 issues that we have to discuss and talk about, and
24 probably the problem here is, as Tug mentioned, their
25 operations, they assumed that they could trump, using

1 their words, any other contractor utility or whomever
2 else is within the project limits.

3 That's the root cause from the Department's view.
4 That's where we disagree. The Department had
5 contemplated and TECO had contemplated the fact that
6 they are going to be on the job a certain number of
7 days while Cone and Graham is working.

8 I look at the DOT estimate, and I might have
9 missed that, but I don't see drainage happening
10 concurrently with the Department's estimate of how long
11 TECO was going to be on board.

12 If so, if it is shown concurrently, there is no
13 inherent assumption from the DOT standpoint that the
14 contractor is not going to be impacted.

15 The power pole relocation, especially in this
16 instance, as Tug was saying, was substantial,
17 transmission and distribution.

18 I would like to add, too, to that relocation
19 scenario that there were, I think, two joint users,
20 Time Warner --

21 MR. GOLEPIEWSKI: Time Warner and GTE.

22 MR. SANCHEZ: Were joint users of the TECO poles.
23 It's not merely an act of one agency getting out of the
24 way. There were several agencies and some coordination
25 on our part to make sure they are moved out of the way

1 as quickly as possible.

2 But, again, that's something for the contractor
3 to consider when they are bidding a job.

4 Let me make one other point, too. Tug mentioned
5 some El Nino issues. I apologize. I didn't expect to
6 have to address that, but there is an essay for El Nino
7 issues on this project that occurred. Bryan tells me
8 it's around \$140,000.

9 And the Department felt, okay, El Nino is an
10 extensive circumstance. Any efforts related to what
11 they had to do as far as recovery or mitigating on the
12 bulkheads, et cetera, they've been compensated.

13 MR. WINTHROP: For point of clarity, none of our
14 package has any effort to remove the bulkheads. We
15 agree El Nino was fully compensated by the Department.

16 I was merely trying to make the point that we had
17 no choice but to complete the drainage structures out
18 of the ponds because they were required to take water
19 off of the project. None of that is part of this
20 package.

21 MR. SANCHEZ: One other thing as we go forth, the
22 dollar amounts submitted by Cone and Graham, there are
23 a lot of issues that Tug presented as far as what their
24 crews had to do.

25 We would classify those as direct costs. In this

1 claims package we have from Cone and Graham, the things
2 Tug is mentioning are quantified by their methods as
3 \$30,000 worth of work. This issue presented to the
4 Board is comprised of the \$30,000 worth of work that we
5 talked about.

6 Some of the things you might have interpreted
7 from Tug. And second, we are back to the scenario
8 where we discussed -- where Cone and Graham alleges, or
9 their submission is presented under the context of
10 extended home office, field office overhead of
11 roughly -- what is the total amount? 110,115? It's in
12 the six figures. I don't have the exact dollar amount.

13 In addition to interest on those funds --

14 MR. WINTHROP: It's 144,000.

15 MR. SANCHEZ: Thank you. 144,000.

16 So, the dollar value that we are debating and
17 arguing here, number one, is approximately \$30,000 for
18 direct costs, which is things that Tug probably just
19 described to you, \$140,000 under the context of
20 extended home and field office overhead and 50,000 for
21 interest on those funds. Keep that in the back of our
22 minds as we go on.

23 We feel the root cause here is something Tug
24 mentioned, the contractor has the right to trump, so to
25 speak, any other agency, utility agency, contractor, et

1 cetera, within their project limits. We disagree.

2 The existing power poles are laid out in the plan
3 profiles in the sheets. Everyone knows they are going
4 to be working at the same time that we are working out
5 in the project.

6 This assumption they could trump someone we don't
7 believe is reasonable by any means. Granted Tug may
8 have mentioned GTE shows more detail than TECO shows.
9 Okay, we are still back to the point that TECO is going
10 to be on the project.

11 In addition Tug mentioned some of the
12 conversations he had with TECO, the transmission and
13 distribution early on on the project. I need to add
14 that we weren't privy to any of those discussions.
15 Jerry wasn't included in those discussions that may
16 have occurred.

17 So as we go forth in some of the documentation,
18 you will see -- we kind of set a backdrop to what the
19 Department is thinking and what we are going to
20 experience with TECO.

21 We go past the instruction area. We will go
22 to -- I didn't number my pages either, but it's Cone
23 and Graham's interpretation of the documents. It's
24 probably your first tab.

25 We've talked about TECO, the fact that we know

1 TECO is going to be working concurrently with Cone and
2 Graham. We get Cone and Graham's schedule submittal,
3 August 16.

4 In their narrative it's clear, without a doubt.
5 We've made the assumption that TECO will not be in our
6 way and, therefore, have not included their work in our
7 schedule.

8 But in the same paragraph, if that assumption is
9 wrong, we will adjust our schedule accordingly. Not we
10 are putting you on notice, we expect that they are to
11 be cleared and out of the way. We will not mitigate,
12 we will not adjust, we are going to send you a bill if
13 TECO is in the way. Nothing of that context.

14 It's our understanding that, indeed, they've
15 contemplated the documents they've read, or they
16 understand that TECO is going to be present.

17 Yes, it would be nice if TECO was wholeheartedly
18 a hundred percent out of the way. That's not the case.
19 They've made it clear that they will adjust if it
20 becomes an issue.

21 For this reason and other reasons I think we
22 agree to let them cost load in the second submittal.
23 I don't know if there were other logic issues that had
24 to be addressed, but we felt -- and the Department
25 responded back to them, and asked for a resubmittal.

1 Part of the basis for that resubmittal, if you
2 will turn back in that package there is an exempt from
3 the special provisions. Sorry to skip ahead a little
4 bit. It's just in front of -- right in front of your
5 third tab, probably two or three sheets in front of
6 your third tab. I think it's in front of that, Jack.

7 Part of the contractual basis for us asking that
8 they include a TECO presence on the job, it's clear in
9 the submittal of working schedule specifications.
10 I will read the paragraph starting with sufficient
11 liaison. It's probably at the bottom third of the
12 sheet.

13 "The schedule shall confirm to the utility
14 adjustment schedules included in the contract documents
15 unless changed by mutual agreement of the utility
16 company and the contractor and the Department."

17 There wasn't a TECO consideration in Cone and
18 Graham's baseline submittal.

19 That paragraph or that sentence also goes on to
20 read, "Unless there is some change in -- agreed to by
21 the contractor and the utility."

22 Cone and Graham's presentation includes extended
23 field office, home office costs. And based on the
24 previous issue we discussed, the discussion was had it
25 not been for a TECO issue they may have been out

1 earlier.

2 Well, that's hypothetical. That wasn't
3 discussed. There wasn't an early completion scenario
4 presented to the Department nor to TECO to consider,
5 which is key considering the extent of the work that
6 TECO is going to have to do. That's a significant work
7 effort for them to relocate distribution lines, and
8 considering the coordination needed for the joint users
9 that are on board with TECO.

10 So, I emphasize the point that our frame of mind,
11 Jerry's frame of mind, they are going to adjust if TECO
12 becomes an issue. So, that's in the backdrop of some
13 of the utility meeting conferences that Tug alluded to
14 in his presentation.

15 Now, 30 days after their submittal, keep in mind
16 again what we could be thinking based on their
17 narrative. They submit their first claim. And this is
18 a letter by Chuck Schwab, I think who was their general
19 superintendent or project foreman on the job.

20 Thirty days later he's submitting a claim for
21 TECO being in the way. Now, the fact that they submit
22 a claim surprises us. We have this backdrop of them
23 being willing to adjust their schedule. It's 30 days
24 after they submit their claim -- excuse me, that they
25 transfer their narrative, they provide a claim notice.

1 That's -- the reasonableness of that approach is
2 further doubtful when considering that, again, this
3 relocation effort is extensive, 30 days or -- I think
4 I might have said roughly 40 days into TECO's time
5 there's a claim against their performance or lack
6 thereof.

7 We don't think that's reasonable. Again, back to
8 who trumps whom.

9 As an attachment in that section I've highlighted
10 their schedule, narrative transmittal showing the
11 statements in Chuck's letter.

12 The coordination efforts that went into the
13 project. Tug talked about some of the earlier
14 discussions he had with TECO. Again, we can't testify
15 or attest to what was discussed. We weren't there.

16 We can add that the schedule submittal, again, we
17 are looking for that big picture of where we are going
18 to be working, where TECO needs to coordinate their
19 efforts. That's missing somewhat.

20 The second issue alludes to meetings that Cone
21 and Graham had with TECO in the utility conference
22 meetings.

23 In one of Tug's letters on September 3 -- excuse
24 me, in a February 14, 1997 letter, Cone and Graham is
25 going back through the project records.

1 He notes in a September 3 utility conference that
2 Cone and Graham notes a particular work area which in
3 their words this is the first official documented
4 notice detailing our intentions to install storm sewer
5 in an area with a known TECO electrical conflict. Two
6 weeks later we have a claim.

7 Again, I'm going to harp on the same point. The
8 poles don't just jump out of the way. You don't
9 install one pole adjacent to an existing pole and pull
10 the old one. It doesn't work that way.

11 So, we think in their transmittal to the Board
12 they felt that their efforts were exhaustive. We
13 disagree. We don't think that a two-week notice based
14 on their own interpretation of what transpired on the
15 job is reasonable in any way.

16 And there's some other utility conference meeting
17 minutes, one that Byron Tyler conducted asking for the
18 contractor's schedule and a couple of Jerry's letters
19 to Cone and Graham asking for their schedule. You had
20 to ask twice for it.

21 MR. WINTHROP: Revised schedule. Our baseline
22 schedule was submitted. You guys were asking for a
23 revision at that point.

24 MR. SANCHEZ: No, we were asking for -- there was
25 an original submittal. The Department had comments.

1 Before the comments back to Cone and Graham -- this is
2 the baseline submittal, nothing has been accepted -- we
3 asked for corrections, one of them being a TECO
4 consideration.

5 There are a couple of letters, Jerry's response
6 to Cone and Graham, response to their TECO alleged
7 delay, emphasizing that we wanted that schedule in hand
8 so that the parties could coordinate and get ahold of
9 what the big picture is going to be.

10 There's an excerpt from Cone and Graham's claim
11 where he reiterates on September 3 they give their
12 first notice of a known conflict with the TECO utility
13 pole. Two weeks later there is a claim package in
14 hand.

15 We started thinking about it. We started
16 thinking -- I'm sorry, we are on the third tab.

17 MR. GRAHAM: What is the heading of it?

18 MR. SANCHEZ: Effective TECO presence.

19 MR. ROEBUCK: Page before the third tab.

20 MR. SANCHEZ: Correct. Sorry about that. Okay.
21 What was the impact? Cone and Graham quantified
22 \$30,000 worth of work, direct work. That's labor and
23 equipment having to mitigate, having to adjust, having
24 to do things on the project.

25 That's the dollar amount submitted to the Board

1 for consideration for some of the things I assume that
2 Tug talked about, his crews having to do certain
3 things, oversight crews working on smaller pipe than
4 they would have liked. \$144,000 worth of extended
5 costs.

6 Now the point the Department is making is that
7 this project finished within approved contract time.
8 So there were adjustments.

9 The number I gathered was there were 86 days of
10 weather. It did rain a lot during this project. There
11 were El Nino -- there was El Nino compensation provided
12 Cone and Graham.

13 Then there were 68 days of other issues unrelated
14 to having anything to do with TECO. These issues by
15 and large I think occurred -- there were a handful of
16 them. They occurred probably after, for the most part,
17 the TECO issues.

18 Cone and Graham reserved their right to pursue
19 compensation for extended home office, field office,
20 overhead costs for these 68 days. At the close of the
21 job or after the close of the job, the Department sat
22 down and negotiated extended costs for these 68 days
23 with Cone and Graham for various issues, again
24 unrelated to this TECO issue.

25 I think the dollar amount was around \$175,000.

1 I attached the backup documentation.

2 CHAIRMAN NUTBROWN: Let me ask you a question,
3 please. Earlier you mentioned that there was a
4 supplemental agreement in the amount of approximately
5 140,000 approximately for El Nino effect. That has
6 nothing to do with what you are talking about now?

7 MR. SANCHEZ: That's correct. I think most of
8 what we categorized, most of the work effort we
9 categorized on El Nino were things that Tug described,
10 having to fool with bulkheads and recovery efforts for
11 washouts, not being able to work material when Cone and
12 Graham would have liked, et cetera. And the Department
13 determined that as reasonable and that's why we paid
14 them.

15 MR. MCKISHNIE: To back up a second, the original
16 qualified acceptance letter had in the range of
17 \$900,000 worth of outstanding issues after final
18 acceptance that still needed to be resolved.

19 We have negotiated since that time until now all
20 of those issues but two. The two remaining ones are
21 the ones we are talking about today. El Nino and the
22 68 days that Marty is talking about of compensable time
23 was part of that original letter.

24 MR. SANCHEZ: So, again, the job finished on
25 time. How can we entertain a request for costs for

1 extended home office and field office overhead costs?
2 Their presence on the job either should have been bid
3 and considered when they were looking at the scope of
4 the work they had to do.

5 The extra stuff the Department placed on Cone and
6 Graham, that extended presence was paid. Time was
7 given for those issues.

8 We heard Tug mention had it not been for TECO or
9 this issue, they would have been out of the project.
10 I think the claim period is 56 days.

11 Number one --

12 MR. WINTHROP: Is that by four?

13 MR. SANCHEZ: That's by four. I won't tell you
14 what a buck is really for. We disagree with that
15 contention. It's totally hypothetical.

16 Number one, for the Department to entertain that
17 scenario, we have to have the discussion in advance, at
18 precons, in early project meetings, and you have to
19 have an agreement with utilities that are involved on
20 the project.

21 Cone and Graham wants to pursue early completion.
22 We are going to do what we can. They want to knock off
23 30 days, try to knock off 45 days. We agree we are
24 going to adjust, we've got to work with them.

25 That's a discussion that needs to happen very

1 early on. It didn't happen in this project. There
2 never was an early completion schedule. That's -- as
3 far as with the Department accepting schedules, that's
4 a very important point that we want to stress in
5 consideration of the fact that they were pursuing some
6 type of early completion.

7 Let's say the drainage went fine and they were
8 able to finish all their drainage activities on time.
9 Well, we still had a significant utility that was still
10 going to be present that would have ultimately
11 conflicted with curb work, other flat work, some road
12 base operations, et cetera.

13 So, with these exceptional efforts to accelerate,
14 there was still going to be a utility on board
15 contractually. They were still going to be on board
16 and within the project doing their work.

17 Now we are fine. I think there was some
18 agreement, you might have had some discussions with GTE
19 to say this is what we want to do, can you help us out.
20 I think there was agreement. There was not that
21 discussion with TECO.

22 We want to get out of the way, finish our work
23 really, really fast, can you cut down your 180 days, be
24 out in 120 days. That didn't happen. That's key when
25 we discuss the early completion scenario.

1 Now we will talk about what we could deduce or
2 figure out from the pay records and some of the work
3 that Jerry did with his bunch out in the field.

4 What happened during the dates that Cone and
5 Graham is alleging their TECO delay period --

6 MR. GRAHAM: Can I ask you what dates you are
7 using for that?

8 MR. SANCHEZ: I think it's -- you gave us notice
9 September 16 or September 17 to -- I think the pole was
10 moved November 4th or November 6th. I'm grabbing their
11 time frame. There is a letter in there where Tug
12 explains that this pole, this one particular pole was
13 out of the way November 6, my claim is over.

14 MR. GRAHAM: Is that the 56 days then?

15 MR. SANCHEZ: I think so.

16 MR. GRAHAM: That should be beyond November 6
17 then, shouldn't it?

18 MR. WINTHROP: It's September 17, November 12.

19 MR. SANCHEZ: It's 56 days. I grabbed their
20 period. During that period, based on pay records,
21 there was about \$140,000 worth of drainage work.
22 Again, this is a claim for impacts on drainage
23 activity.

24 I tried to compare that to another time frame to
25 see if there was some grinding halt to work, and if

1 they wanted to -- could have expected to do more work.

2 Well, I grabbed probably the next 60-day period.

3 I gave them a little more time because there were a few
4 holidays during the TECO alleged delay period. I think
5 I used maybe 60 days.

6 MR. GRAHAM: And tell me that time frame.

7 MR. SANCHEZ: I grabbed -- it was shortly after
8 the holidays.

9 MR. GRAHAM: I don't see any dates on there is my
10 problem.

11 MR. SANCHEZ: It would be during the time frame
12 of -- the \$214,000 --

13 MR. ROEBUCK: This is Exhibit 5 we are discussing
14 right now?

15 MR. SANCHEZ: Yes.

16 CHAIRMAN NUTBROWN: Marty, there is a breakdown
17 here that shows the drainage.

18 MR. GRAHAM: That's my breakdown. That's the
19 reason I'm asking the question. I'm differing from
20 Marty's numbers. I'm not sure we are comparing apples
21 to apples. I wanted to see what his time frame was
22 compared to mine. Mine was based on the pay estimates.
23 That's the information I had to cut it off. Granted
24 the 19th may run a little beyond the 56-day period, but
25 there should be consideration for the Christmas

1 holiday --

2 MR. SANCHEZ: I did. I agree. I did give him
3 consideration.

4 Let me back up. I think I said something wrong,
5 Bob. My time frame started before the Christmas
6 vacation, which is the reason I went -- I probably went
7 67 days to make it fair because you had Christmas
8 holidays. You only shut down probably a couple of days
9 for the Christmas holidays.

10 MR. GRAHAM: We worked through that week. I was
11 just trying to find out where you ended for your
12 170,000 or whatever your number is.

13 MR. SANCHEZ: When your delay period ends plus 67
14 days.

15 MR. GRAHAM: That should be close to the
16 January 19 cut-off.

17 MR. SANCHEZ: Pretty close. Okay. So, the point
18 being, as we look at the numbers, there was a good
19 amount of work that took place during this alleged TECO
20 delay period. Things didn't stop. These were
21 activities that were, as best we could tell from the
22 baseline submittal that we did have in hand, there was
23 float in these activities. Many of the activities were
24 completed before the float was exhausted, which means,
25 lo and behold, the end of the job isn't really pushing

1 out.

2 It goes back again, who can trump whom. We know
3 TECO is going to be on the job while Cone and Graham is
4 doing some of their underground work.

5 CHAIRMAN NUTBROWN: Let me ask you a question,
6 please. In the utility agency owner with Florida
7 Power, there are 110 days. When did that start and
8 when does it end?

9 MR. SANCHEZ: It's supposed to start after
10 clearing and grubbing is complete for them to do the
11 work.

12 MR. WINTHROP: Does that include removal of
13 asphalt off the roadway, which is included in the
14 clearing and grubbing pay item?

15 MR. SANCHEZ: I just said for them to be able to
16 do their work.

17 MR. GRAHAM: They were out there prior to
18 starting construction, the day we started construction.
19 There wasn't any impact to them for getting started.

20 MR. SANCHEZ: There was a period before
21 construction, 60 days. That's them on the job doing
22 the work.

23 MR. SIMMONS: That aerial photo you said was
24 April?

25 MR. WINTHROP: Yes.

1 MR. SIMMONS: The job didn't start until July.
2 So they had started work at least three months before
3 construction began?

4 CHAIRMAN NUTBROWN: Transmission work.

5 MR. SANCHEZ: There was a time period in that
6 same relocation agreement that they would be working
7 before Cone and Graham started.

8 CHAIRMAN NUTBROWN: It was a very short period of
9 time. When did TECO actually finish with their work so
10 they were not in the way of the contractor?

11 MR. SANCHEZ: I want to say late February.

12 MR. GRAHAM: Which is contract day 235?

13 MR. SANCHEZ: I don't know what contract day.

14 MR. SIMMONS: I looked at the dailies or weeklies
15 or whatever it was, and they show TECO working into two
16 hundred thirty something days into the contract, but
17 all of that was not interfering with drainage, was it?
18 You all didn't even say that?

19 MR. WINTHROP: Not through February, but the bulk
20 of it was between the September and November dates.

21 MR. ROEBUCK: But they did extend their contract
22 about -- TECO was there two months later -- late,
23 whenever that was.

24 MR. SANCHEZ: Again, there is a clearing and
25 grubbing consideration for them to start. There needs

1 to be some consideration given to the fact that they
2 need to start after clearing and grubbing and their
3 relocation agreement. That's how it's stipulated.

4 I wasn't there as much as Jerry or Tug.

5 MR. WINTHROP: That's how it's stipulated, but
6 the fact is they weren't waiting on any clearing and
7 grubbing to do their work.

8 MR. MCKISHNIE: Our agreement with them bound us
9 as far as when the clock started ticking, the point at
10 which the clearing and grubbing work went into effect.
11 They were impacted to some degree by clearing and
12 grubbing.

13 MR. WINTHROP: It doesn't really stipulate in
14 their agreement what clearing and grubbing activities
15 they would be waiting on. As I said, asphalt milling
16 or the removal of asphalt from the roadways is part of
17 the clearing and grubbing pay item.

18 I think one reasonable interpretation was they
19 had time beyond the end of the contract to perform the
20 work. Who knows specifically when the clock started.
21 That's one of the problems we had in considering their
22 schedule is when does the clock start for them.

23 MR. GRAHAM: When did the DOT think the clock
24 should start?

25 MR. SANCHEZ: Jerry responded to that during

1 the --

2 MR. GRAHAM: They were out there the first day we
3 started.

4 MR. MCKISHNIE: As part of their contract, they
5 had 30 days prior to.

6 MR. SIMMONS: It's 60 days.

7 MR. GOLEPIEWSKI: 60 days.

8 MR. GRAHAM: There wasn't any clearing and
9 grubbing impacts on that start.

10 MR. MCKISHNIE: On that portion of the work,
11 that's correct.

12 MR. WINTHROP: Which is installing the new poles
13 and transferring the transmission lines. If they can
14 put their new poles in, transfer the transmission lines
15 without clearing and grubbing, what is the distribution
16 folks waiting on?

17 MR. MCKISHNIE: We can talk about this until we
18 are blue in the face. The agreement between the
19 Department and TECO outlined the time period. There
20 was some subjectivity when that time starts. Marty is
21 looking for it, the date which we felt that occurred.

22 No matter how you look at it, they had a
23 contractual right to be there throughout this 56-day
24 delay period, September 17 to November. We are talking
25 about January, February.

1 MR. SANCHEZ: That's an important point. The
2 period we are being charged for is a subset of the 180
3 days that TECO had a right to be present on the job.

4 MR. SIMMONS: How does -- help me relate the 125
5 days they had during construction, which is on the
6 original thing from the utility company, the relocation
7 schedule, to all the time extensions that ended up
8 being granted, I guess, during that 125-day time frame.

9 Was all that time extensions that we gave the
10 contractor basically added to the amount of time the
11 utility had to be out there because of the way the
12 impact to the utility company was?

13 MR. GOLEPIEWSKI: Let me try to answer that.
14 First, let me go back to the clearing and grubbing.
15 There were trees along the right-of-way the entire
16 length of the job that had to be removed. Now, was it
17 entirely delaying TECO? No.

18 There were -- there was a clearing and grubbing
19 operation that started at the south end of the job and
20 continued all the way up to the north end of the job.

21 To answer your question about the extensions of
22 time, all of those extensions of time occurred after
23 this period of time that we are talking about here, the
24 September, October, November time.

25 MR. SIMMONS: So, the time extension didn't

1 really impact the utilities' relocation schedule?

2 MR. GOLEPIEWSKI: That's correct.

3 MR. SIMMONS: So, I'm having trouble seeing why
4 if we told them 125 days after construction they were
5 still working 230 days into the contract. If the time
6 extension didn't -- do you see what I'm saying?

7 MR. SANCHEZ: Those are workdays, number one.
8 They are adjusted up to represent calendar days. Tug
9 went through the presentation in one of his memos where
10 he expands up to it. Cone and Graham's contract time
11 is calendar days. That presentation in that relocation
12 agreement is workdays.

13 Number two, again, you heard Jerry say there was
14 some dependency on clearing and grubbing between -- for
15 clearing and grubbing for TECO. And you will find the
16 letter where Jerry put the date.

17 MR. WINTHROP: I'm thinking the 6th or 7th of
18 August.

19 MR. SANCHEZ: I agree.

20 MR. WINTHROP: I don't remember TECO ever saying
21 there was a certain section of clearing and grubbing
22 that had to be done prior to them bringing in crews.
23 Their applying crew resources had nothing to do with
24 clearing and grubbing. They could have applied it
25 sooner. If it was done on August 6th, they weren't out

1 there working with distribution crews on August 7th.

2 It was another month.

3 MR. GRAHAM: Had TECO's distribution crews
4 started when the work was available, they could have
5 kept ahead of every drainage crew that they had. They
6 did not start when they were supposed to start. They
7 did not continue operations during their relocation
8 schedule of 125 days. That's why they were out there
9 at day 235.

10 If they had finished within their original 125
11 working days of work available, we wouldn't be sitting
12 here.

13 The fact the delays occurred within their
14 relocation schedule is not our fault. They could stay
15 out ahead of us, still accomplish their work and not
16 interfere with our work. That was anticipated in our
17 original schedule and in DOT's original schedule of
18 time.

19 MR. SANCHEZ: Let me make one other point with
20 TECO being on the job possibly into late February.
21 Joint use with TECO poles or joint use on TECO poles
22 was a signal interconnect system or a cable. That was
23 within Cone and Graham's contract to relocate it.
24 I don't know if it went underground or overhead.

25 That cable was one factor that contributed to the

1 fact that TECO's existing poles had not been pulled by
2 a certain time frame. I can't tell you if Cone and
3 Graham scheduled seven days for it or ten days for it
4 and finished it within three days. That's a
5 consideration.

6 I should have included that in my presentation.
7 I'm trying to find it now.

8 MR. WINTHROP: TECO distribution was the
9 controlling factor. They are on the top of the poles.
10 Nobody could move their lines over until the energized
11 poles were out without shocking themselves.

12 Interconnect, it's a minor thing to move once the
13 poles are topped. We are talking about three or four
14 days of work to do the whole line of poles.

15 TECO and the Department should have contemplated
16 our work occurring after TECO is out of the way. We
17 have to have some time.

18 If TECO gets behind, everybody gets behind.
19 That's beyond our control.

20 MR. CARUSO: In light of the confusion between
21 this TECO schedule is inherent to the approval of the
22 schedule itself. What I'm hearing, the disagreement
23 going back and forth here, is when should they have
24 gone, TECO's right to be on the project.

25 Really, I would like to look at the schedule

1 itself. This utility relocation schedule is vague.
2 It's wide open to interpretation. It's open to
3 interpretation from what the Department believes it
4 should say to what TECO believes it should say and what
5 the contractor believes it should say.

6 At the very least it's not a very clear schedule.
7 It does not relate to the phasing in the plans and
8 should have been, prior to letting these plans, been
9 addressed by the Department. There is some
10 responsibility by the Department to control not only
11 plans and documents but also utility relocation
12 schedules.

13 I do not think that the Department could look at
14 this and say this is a very clear contract document,
15 and hence the confusion.

16 MR. SIMMONS: Marty, did you get through?

17 MR. SANCHEZ: TECO is going to be on the job --
18 in response to some of the points Tony was making, TECO
19 is going to be on the job. We know where their poles
20 are. The poles are laid out in the topo for the plan
21 profiles.

22 Back to this particular section we were talking
23 about. There was a pretty good amount of work that
24 took place while this alleged delay, TECO delay period
25 was happening. We think that really undermines the

1 allegation that there is a delay period.

2 The time extension specification -- in one of
3 Tug's letters he kind of went through some of the
4 highlights of Section 8-7.3.2, which expands to read --
5 that's probably your last -- second to the last tab.

6 MR. MCKISHNIE: Titled time extension,
7 specifications.

8 MR. SANCHEZ: Real quick, "The effect of utility
9 relocation will be considered as a basis for granting a
10 time extension only if the following criteria are met."

11 And you read their number one, delays are the
12 result of utility work not detailed in the plans, not
13 detailed in the plans, detailed, not accomplished, in
14 close accordance.

15 Number one, we say TECO -- indeed, it was known
16 to the parties that TECO was going to be on the job
17 moving these particular poles. We know where the poles
18 are.

19 Number two, did they extend as -- there is a late
20 February date. Is that late? Is that beyond their 187
21 days? When does the time start?

22 The reason we are here is we think the progress
23 was reasonable. Had it not been, you will see in our
24 summary, we are not defending someone that was
25 haphazard about what they were going to do and didn't

1 give a rip.

2 We thought there was diligent pursuit of the
3 work. Was it ideal, was it perfect, was it what Cone
4 and Graham wanted? No. Was it what they could have
5 expected? What they needed to expect was the fact that
6 a significant utility was going to be within their
7 corridor.

8 Tug is right. It was a very narrow corridor.
9 There was some effort to coordinate theirs and the
10 balance of the underground, including the JPA work.

11 Utility work affected progress toward completion
12 of the controlling work items, number two. Cone and
13 Graham is alleging these drainage items were impacted
14 by TECO's relocation.

15 We disagree for the reasons we talked about a
16 second ago. There was a lot of drainage work that took
17 place during this TECO alleged delay period.

18 Looking at the baseline submittal we ultimately
19 got, a lot of these items were finished before late
20 dates, which were -- in theory don't impact the end of
21 a project.

22 And number three, the contractor took all
23 reasonable measures to minimize the effect: number
24 one, a late schedule; number two, in some of Tug's
25 writing, September 3 is the notification the drainage

1 work is scheduled for an area where TECO is in the way.

2 Two weeks later we are in receipt of a claim
3 notice. That's not reasonable, not exhaustive. We
4 disagree with that contention.

5 Lastly, in a summary, just to go over some of the
6 points we tried to make. The summary sheet should be a
7 sheet right before the clearing and grubbing issue.

8 CHAIRMAN NUTBROWN: Next to the last tab.

9 MR. SANCHEZ: It should be the fifth sheet, the
10 last tab, Jack.

11 CHAIRMAN NUTBROWN: Has eight items on it.

12 MR. SANCHEZ: All right. Number one, we know
13 TECO is going to be on the job. We know they have a
14 lot of work to do. We know where their poles are.

15 Number two, there was some difficulty in getting
16 a schedule on time. There was an August 16th date or
17 August 6th date agreed to at the partnering session,
18 yet still we didn't get it until probably 30 to 45 days
19 after that.

20 MR. WINTHROP: You got the initial submittal on
21 August 16, did you not?

22 MR. SANCHEZ: Yes.

23 MR. WINTHROP: Did you distribute it to the
24 utility agencies at that date?

25 MR. SANCHEZ: Not personally.

1 MR. WINTHROP: The Department did.

2 MR. SANCHEZ: Their claim is roughly \$240,000,
3 \$30,000 of which is the direct cost that Tug alluded to
4 in his presentation, the significant balance of it,
5 \$140,000 is extended field and home office overhead.

6 The job finished on time. There wasn't an early
7 completion schedule. There wasn't discussion, let's
8 jump in this together, we really want to finish
9 together. I need you, TECO, to do something, and
10 I need you to work faster than what the schedule or
11 relocation agreement, whatever you want to call it,
12 indicates.

13 Number five, we've paid Cone and Graham for their
14 presence out on the job via previous essays for time
15 issues that weren't associated with TECO. We believe
16 they've been made whole for their presence out in the
17 field.

18 Number six, there was a good amount of work done
19 during this alleged delay. There's not a 56-day
20 complete halt of construction. This is work on
21 activities that are -- they are in a path to finish the
22 job. Their activities -- there was work happening on
23 the activities, probably not what Cone and Graham would
24 have liked, but there was work occurring that counts
25 toward the completion of the project.

1 Number seven, we alluded to the phase one traffic
2 switch happening pretty much on time when Cone and
3 Graham wanted.

4 Number eight, probably the reason we are here is
5 we thought there was reasonable diligence for the
6 utilities to do their work. They didn't wait months
7 and months and months because they could.

8 They had around 187 days or so, and they needed
9 some time.

10 Did they extend? What clearing and grubbing date
11 do you pick? When does their time period end? Did
12 they exceed it? And if they exceeded it, did that
13 impact the job?

14 That's not the scenario we submitted. The costs
15 we submitted in rebuttal to what they submitted, which
16 you've heard us say, the work finished within contract
17 time, we didn't have an acceleration scenario to
18 review. We reviewed what was presented to us and to
19 the Board.

20 I'm really thirsty. Do you guys have anything?

21 MR. MCKISHNIE: I have one thing to add. We were
22 asked a simple question a few minutes ago, didn't give
23 a very simple answer.

24 The question was in relation to the allowed time
25 period for TECO to be on the project. Our

1 interpretation of the starting point of that time
2 period is documented in the package that Cone and
3 Graham submitted to the board by referencing Jerry's
4 letter stating that August 7, 1996 was the starting
5 date in which clearing and grubbing was done, not the
6 point in which it allowed TECO to begin their work.

7 And 187 calendar days from that would put us at
8 roughly February 10, 1997. If consideration is given
9 to the weather during that time period, that bumps it
10 out to roughly February 28, 1997.

11 So, that's a -- the time period that we should be
12 looking at as far as TECO's presence when analyzing the
13 contract document.

14 MR. GRAHAM: You are saying TECO didn't start
15 until August?

16 MR. MCKISHNIE: I'm saying the relocation
17 scheduled says that during construction, work during
18 construction, the 187 calendar days -- and I don't know
19 how many workdays --

20 MR. GRAHAM: 125.

21 MR. MCKISHNIE: Began August 7.

22 MR. GRAHAM: Why didn't it begin the day they
23 were out there?

24 MR. MCKISHNIE: Because the contract time begins
25 after clearing and grubbing.

1 MR. GRAHAM: The complete clearing and grubbing
2 on the project?

3 MR. MCKISHNIE: I don't have the specific
4 verbiage in front of me.

5 MR. GRAHAM: They can start in areas that don't
6 require clearing and grubbing. Wouldn't that not start
7 the time?

8 MR. MCKISHNIE: Our agreement with them
9 anticipated that, a portion of that work was to be done
10 ahead of the clearing and grubbing.

11 MR. GRAHAM: They also started day one of
12 contract time and they were still out on the job.
13 I don't see any impact on clearing and grubbing that
14 impacted TECO starting anything. I never heard that
15 from TECO.

16 MR. MCKISHNIE: I think Jerry addressed it, all
17 along the whole project the impact may have been
18 difficult to ascertain the total extent, but there were
19 areas where trees in the right-of-way impacted TECO's
20 ability to progress the work.

21 MR. GRAHAM: You are saying there was impact to
22 TECO's transmission poles, Jerry?

23 MR. GOLEPIEWSKI: They could go into a specific
24 location for a pole, and when you are pulling lines
25 along the corridors, there's trees in between. Yes, it

1 impacted them or it would have. The trees were still
2 there.

3 MR. WINTHROP: The transmission was done with
4 their lines. You can look at the pictures. They got
5 them all up and energized by early and mid August.

6 The reason the distribution didn't have a crew
7 out there is because they just didn't bring a crew out
8 there. There was no feedback or notice from TECO that
9 there were specific trees in the way. They just didn't
10 bring a crew out there.

11 If you want to use August 6 as a start date, they
12 didn't start on August 6. They started a month later.

13 MR. McKISHNIE: I said it was the date in which
14 the contract started assessing those 125 workdays. You
15 mentioned the apparent ambiguity with the relocation.
16 That precedent for TECO or for Florida Power's work is
17 not unusual. It's very common in overhead power
18 relocation schedules to have the work in construction
19 be preceded by clearing and grubbing. This is not a
20 unique situation.

21 MR. SANCHEZ: Everything we talked about, points
22 we are trying to make, again, it's under the backdrop
23 in their transmittal for their baseline. We will
24 adjust if we have to.

25 MR. WINTHROP: You are reading too much in that

1 statement. That statement means we can't discern
2 anything from this TECO schedule. There is a long
3 laundry list of poles, as to when these specific poles
4 are going to be moved and in what phase is absolutely
5 indeterminant from that schedule.

6 We don't put any activities into our CPM for TECO
7 because we have to change the contract by doing so.

8 What we are saying there is if there is a
9 problem, we will address the problem, not that we will
10 bend over and take damages for any delays caused by a
11 conflict. We don't know what they are because we can't
12 tell from their schedule. You are reading way too much
13 into that statement.

14 MR. GRAHAM: I wrote the letter. In that
15 statement are you telling me I should have put you all
16 on notice for a delay that didn't occur yet? You all
17 chastise me enough for writing about delays that do
18 occur. Are you telling me I should write a letter
19 about a delay before it occurs?

20 MR. SANCHEZ: John, we expect some TECO presence
21 in the schedule. We didn't get it. We are looking at
22 them saying we will adjust if we have to. I'm not
23 asking anybody to bend over. That's how it was read.

24 Again, we are not privy to discussions that
25 happened between TECO and Cone and Graham during the

1 job. That's how we read it. Thirty days later there
2 is an issue.

3 MR. GRAHAM: I want to make a general comment on
4 CPMs. The Department has recently revised some of the
5 schedule specifications. I've been part of some of
6 those discussions.

7 This whole CPM submittal in my opinion is a red
8 herring. The new specifications regarding CPMs now
9 gives the contractor the ability to submit it 90 days
10 after the start of the construction. I don't think
11 there's a wide pattern in any district in a job of this
12 magnitude of submitting the full-blown CPM at the
13 construction conference.

14 You can look at our grade on this project, we got
15 a hundred percent for all submittals at the
16 preconstruction conference.

17 To say that TECO is suddenly going to get this
18 and give it to their distribution guy to determine what
19 poles he's going to relocate, that's absurd. Nobody
20 itemized TECO poles on any schedule ever submitted that
21 we've ever submitted.

22 It's not a use of utility agencies to guide their
23 crews out there. The weekly utility meetings is what
24 dictate utilities, where they should be. They don't
25 even live up to their verbal agreement to be out on the

1 job to get started.

2 There's no impacts on clearing and grubbing for
3 them to start. If they had started on day one on
4 transmission, they would have been well ahead of our
5 drainage work and we wouldn't be sitting here today.

6 MR. SIMMONS: Let me ask you something, Bob. On
7 this -- back on the Department's, the first Tab E --
8 I don't know if yours is done that way, but it says
9 Cone and Graham's interpretation of the documents. I'm
10 sure it's in your package, too. This is just a
11 summary.

12 MR. GRAHAM: I've got it.

13 MR. SIMMONS: I am assuming this is accurate out
14 of the letter. I didn't try to go back and try to
15 compare it.

16 Again, you just reference this, August 16, '96,
17 Cone and Graham states we made assumptions they will be
18 out of the way. If not, we will adjust accordingly.

19 Then the next paragraph, two paragraphs down, is
20 a letter already asking for time extensions or
21 whatever, schedule impacts because they're not out of
22 the way.

23 Did it happen -- see, that's on like a 30-day
24 period or something.

25 Help me understand how all -- you know, that

1 quick we know they are impacting your schedule. This
2 was sort of like, basically one location, S-50, where
3 this incident is related in the September 17th letter,
4 wasn't it?

5 MR. WINTHROP: There was a couple of structures,
6 but the trunk line was basically in the line where the
7 poles were. So, it was -- once we cross a road out of
8 pond two, there is a physical conflict with the
9 structure and pole. That trunk line we had to pull off
10 for a period of two months before we could get back on
11 it, get a productive effort.

12 MR. GRAHAM: The number of poles to get out of
13 our way at that time was a very small percentage of the
14 total poles on the project. We would assume for them
15 to complete within their 125-day working days that they
16 are going to have to be out there pulling some poles in
17 order to meet their own schedule.

18 If they had done that, they would have stayed out
19 of our way just by having a straight line, production
20 rate of pulling poles.

21 MR. SIMMONS: This area here in question, it was
22 right close to the south end of the job, is that right?
23 I don't have all the plans.

24 MR. WINTHROP: It was S-43. I think it was
25 station 236, 238, something like that, right across

1 from pond two.

2 MR. SIMMONS: Is that at the south end of the
3 job?

4 MR. WINTHROP: Not the very south end, but around
5 Bearss Avenue, probably 25 percent of the quadrant of
6 the job in the south end.

7 MR. GOLEPIEWSKI: Quarter of a mile.

8 MR. SIMMONS: You are putting in structures
9 starting at the pond going north. Did the job flow
10 south all of it?

11 MR. GRAHAM: Flows into the ponds.

12 MR. SIMMONS: So you are starting at the ponds,
13 working backwards. You are actually opening up and
14 using the system as you go? Is that more or less?

15 MR. WINTHROP: Yes.

16 MR. MCKISHNIE: It's somewhat impractical to
17 assume that with two weeks' notice or some minimal
18 notice that TECO is going to be able to move certain
19 poles. We are not talking about -- I said I was
20 talking about a distribution line.

21 They can't move poles that are in conflict. In
22 some cases that's a conflict. In the ones we are
23 talking about, which is the basis of this 56-day delay.
24 It's a little more difficult.

25 MR. WINTHROP: We gave plenty of notice in our

1 controlling item work sheets, our preconstruction, and
2 we follow the traffic control plans. This shouldn't be
3 a mystery to anybody where we are going to be working.
4 This information was known before bid time.

5 MR. MCKISHNIE: My point is even with the notice
6 to assume that TECO can move this pole at station
7 so-and-so without having a large majority of the other
8 work done is not practical. That's not the way this
9 work progresses. It shouldn't come as a surprise they
10 cannot move this one pole in conflict.

11 MR. SIMMONS: On the diagram that you all had,
12 Tug, where you showed -- and it's in here somewhere.
13 It's in this Cone Exhibit 2. Was this basically the
14 way most of the structures were? It looks like the
15 pole is like four feet or so back of the manhole.

16 MR. WINTHROP: Those are the new poles that were
17 installed, the large concrete poles in the
18 right-of-way. There was about a five-foot window from
19 the front face of the curb. Then you had sidewalk over
20 the top and to the poles. It was really a tight
21 drainage installation.

22 MR. SIMMONS: These are like inlets that were
23 basically running right under the -- these were inlets
24 most of them?

25 MR. WINTHROP: Yes.

1 MR. SIMMONS: Then the sidewalk is behind them?

2 MR. WINTHROP: Yes.

3 CHAIRMAN NUTBROWN: In the area adjacent to the
4 new transmission poles was it necessary to sheath the
5 poles to get the box in?

6 MR. WINTHROP: Yes, depending on the cut.

7 MR. GOLEPIEWSKI: Shield.

8 MR. WINTHROP: Trench shield. Sometimes they had
9 to hold the pole depending on the cut.

10 CHAIRMAN NUTBROWN: Were they there when that was
11 needed, or did that drag on?

12 MR. WINTHROP: They were fairly responsive to
13 bring a crew out to hold a pole when we needed to, but
14 it was the -- we weren't trying to find an area to
15 create a claim.

16 We saw that the poles had been done in an
17 excellent schedule from the transmission, and we had no
18 idea it would take 60 days to transfer lines. That was
19 not our experience.

20 It was no mystery where we were coming out from.
21 We didn't provide official claim notice until the day
22 we got held up that we had no feedback and no
23 indication from the Department there was going to be an
24 additional 60 days or 56 days for that one specific
25 pole to be moved along with that line of poles.

1 MR. CARUSO: I would like to add, a third-person
2 summary, kind of tying in everything, a brief summary
3 of the overall two issues at hand. I wasn't going to
4 start with this, but since we are talking about this
5 last item we were referring to, I will be using
6 specifically for this the rebuttal. I'm looking at the
7 rebuttal which you are open to right now.

8 Where we were just referring to the 30 days,
9 specifically quoting, just 30 days after stating they
10 were just as scheduled, Cone and Graham is filing a
11 claim.

12 As with much of this rebuttal, we are pulling
13 portions out of overall statements and documents. It
14 kind of reminds me of the last election here where
15 everybody was unfortunately being quoted and that
16 wasn't what they meant.

17 If I were to continue reading, basically it's the
18 same. This reversal serves no purpose than but to
19 catch all those involved off guard. That's the second
20 part of this statement.

21 Fairly assuming an aggressive -- and as we in
22 detail assure you there was no intent to set the stage
23 for a delay. That's kind of halfway through that.

24 If I really go back to this whole reviewing of
25 this rebuttal quickly, there just seems to be an

1 overall misrepresentation of what the contractor was
2 saying.

3 If I may say, it's a somewhat naive presentation
4 on the part of the Department.

5 Specifically I'm looking at right from the get-go
6 we are stating that the Tampa Electric relocation
7 agreement included the Florida Avenue contract and
8 cannot be ignored, and that the contractor by his own
9 words called it purposeless.

10 Well, it was purposeless, but not in the sense
11 that we didn't need it. A relocation schedule serves
12 no purpose. TECO isn't a major utility. It was
13 purposeless in the sense that it was an indeterminant
14 schedule. It was a bad document.

15 I assure you if you are to look at future
16 relocation schedules, even on adjacent projects let
17 after this fairly recently, you would not see something
18 that's left open to interpretation, hence the
19 disagreement of when they should be at work and when
20 they should finish. That's all I'm going to say about
21 that.

22 Continuing, as such, because it was vague, no,
23 the contractor did not include that in the original CPM
24 schedules in his activities.

25 As any experienced contractor would know, you are

1 not going to -- you are going to build the job in
2 accordance with the phases. You are going to have to
3 provide for positive drainage, put the infrastructures
4 in first.

5 That's not only what the Department should know
6 but the utilities, in going through the utility process
7 of the overall plan design.

8 To make an assumption that because Cone and
9 Graham did not submit their CPM and as such -- and I'm
10 quoting here -- without a schedule in hand it will be
11 difficult for all parties involved to coordinate
12 upcoming work.

13 The naiveness, what I'm assuming, you are
14 basically saying TECO is waiting the schedule of their
15 entire distribution crews until they got their entire
16 CPM schedule. That doesn't happen that way. We built
17 the job according to the plans, the controlling item of
18 work.

19 If that were the case, if everyone were waiting
20 with baited breath for that CPM, then by contract the
21 CPM spec contract should never have been the second
22 part of that. No money should ever have been disbursed
23 to the contractor. No payment should ever have been
24 made.

25 They should have stopped the job right then if

1 they, in fact, thought we were setting up the job for a
2 claims situation. That's a pretty serious statement.

3 Again, it wasn't stopped because in reality no
4 one was trying to pin this on anybody.

5 A lot of the other stuff we've gone back and
6 forth. For brevity I'm hitting the highlights of what
7 I see. What I really see the crux of this is, one, the
8 interpretation of CPMs.

9 Scheduling, when it's submitted, is an inherent
10 flaw to the specs at that time.

11 In reference to, well, what if you have a
12 situation where the contractor submits a CPM schedule.
13 Forget day 30, how about day one?

14 Day two, I have an unforeseen situation and
15 there's a claim, the job is stopping.

16 There is no way the contractor and the Department
17 are going to agree on updates, revisions, new
18 schedules. It's just not going to happen.

19 Now, the CPMs. Are contract documents important?
20 The contractor respects them, try their best to provide
21 it, but it's not to be used as schedule utility
22 relocation work.

23 MR. GRAHAM: I'd like to talk a little bit about
24 why we have designated that number.

25 CHAIRMAN NUTBROWN: Exhibit 4?

1 MR. GRAHAM: Yes. I worked this up. It was in
2 response to some of Marty's numbers that he generated
3 to show the amount of revenue that was generated during
4 the delay period and the amount of revenue after the
5 delay period.

6 I haven't been able to come up with his numbers.
7 That was one of the reasons I was quizzing him about
8 his time line for generating his numbers. I think my
9 numbers are right. They are off of the pay estimate.
10 I did my best to isolate the drainage pay items within
11 those particular estimates.

12 I think what it does show in Marty's analysis, he
13 did not review the amount of drainage work that was
14 done prior to this delay period. I highlighted
15 September 16 through November 10 as being the delay
16 period.

17 The prior pay period we did \$130,000 worth of
18 drainage work. We were geared up ready to go, ready to
19 put the pipe in.

20 Now in the delay period we ran it back down to
21 80,000 one month, 61,000 the other month. That adds up
22 to about what Marty had on the 140,000.

23 Once the delay was over we kick it back into
24 89,000. Then December 15 is cut-off. Then we are
25 really going full bore into January 19. It shows

1 214,000 of drainage revenue.

2 This is also reflected in the total job revenue
3 that was going on in those same time frames.

4 We were geared up as the September 15 cut-off,
5 did \$814,000 worth of work during the delay, then we
6 are down to 465, then two months after that we were
7 back up to 867.

8 I think it clearly shows we were impacted
9 monetarily from the revenue end of it which would
10 naturally lead one to believe there were costs
11 associated with home and field office overhead,
12 inefficiencies to the pipe crew.

13 And then in order to get back on schedule,
14 I think these numbers show we did accelerate. And
15 there's some inherent costs associated with
16 accelerating a project for inefficiencies of too many
17 crews being out there.

18 There's no argument that during this 56 days --
19 naturally there wasn't zero amount of dollars being
20 done and maybe the full hundred percent amount of the
21 home office and field office overhead is not justified
22 during that time frame, but I think a portion of that
23 is justified. It's offset by paying the full amount in
24 regards to the acceleration it took us to get back up
25 on schedule, which we did.

1 MR. SANCHEZ: There was
2 during the period. The seco
3 acceleration claim before us
4 office, home office costs a
5 at some detailed cost anal
6 to accelerate.

7 MR. GRAHAM: The re
8 accelerated costs is the claim was submitte
9 after the claim occurred, timely submittal of a claim,
10 probably sooner than we've ever submitted a claim. The
11 accelerated costs had not been incurred, or we were
12 denied those costs associated with the delay.

13 We were offered by Marty and Jerry at a meeting
14 to give us the 56 days of time extension without the ✓
15 money. I did not accept that. We continued on with
16 the project in our own attempt, got back on schedule
17 despite Jerry's letters of threatening disincentives to
18 being behind schedule. I guess would be kicked off the
19 bidders' list, some ramifications of that sort.

20 MR. GOLEPIEWSKI: I didn't send any threatening
21 letters, just reminders to you of what the
22 specifications say.

23 MR. GRAHAM: Delinquency is what I was looking
24 for.

25 MR. SIMMONS: It shows in this Exhibit 2, Cone

1 Exhibit 2, the one we started with, that you all were
2 having, I guess was it weekly, a set of weekly utility
3 conferences?

4 MR. WINTHROP: Yes.

5 MR. SIMMONS: You all were discussing these
6 issues as this went along. The first one that we've
7 got a copy of right here was August 6. Is that the
8 first one?

9 MR. WINTHROP: I believe that was the second one.

10 MR. SIMMONS: Okay. That one Tampa Electric
11 distribution, which seems to be the hold-up in this day
12 we are talking about says there was no problem
13 anticipated. Then there is a summary -- well, this one
14 doesn't have a summary.

15 I'm looking at a few of those to see what was
16 said about the distribution.

17 The next one, which was the 20th, they didn't
18 attend. Work hadn't begun.

19 Then the next one, October 1 says that they
20 reported two crews were working on the job October 1.

21 Did they -- when the distribution group started,
22 did they go to the area where there was a problem and
23 start working at that time?

24 MR. WINTHROP: They went to the south end and
25 jumped on that line of poles from -- on the east side

1 of the road. They had done some relocation on the very
2 south end of the project up to 138th Avenue.

3 I think that's how they were transferring stuff
4 in a south to north manner, although they had to string
5 a lot of their hardware on a linear basis along the
6 entire side. That's where they directed their crew
7 efforts to, yes.

8 MR. SIMMONS: Then if you go to the engineer's
9 weekly summary in the back of your package under
10 attachment H, the thick one that you sent ahead of
11 time, you start reading those weekly summaries. All
12 those have some reference to what was going on with
13 TECO, also.

14 On the week of September -- which is H-10, on the
15 week beginning September 15, it says no distribution
16 pole work going on.

17 Then week 9-22 doesn't mention really
18 distribution crews being out there. Then the one 9-29
19 it doesn't. Then the one 10-6, which would have been
20 after this utility conference.

21 I don't know, it doesn't seem like they were
22 clear about exactly how they were writing this stuff in
23 as to who was there, who wasn't.

24 The point I'm trying to get to is you had these
25 weekly meetings with them starting early in the job.

1 You've said that -- and I would have had the same
2 questions that I'm hearing you come up with, what does
3 the 110 days immediately following clearing and
4 grubbing mean?

5 Okay. Why wasn't that cleared up early on to
6 know that and be clear with TECO as to when you are
7 going to be -- when are you going to be out of our way
8 so we can start these drainage structures?

9 You said we've got a schedule. You give them our
10 schedule. The Department has our schedule. Here is
11 this one here from the relocation schedule which
12 doesn't make a whole lot of sense.

13 Was there an effort to try to resolve why it
14 didn't make sense early on and for them to explain to
15 you when are you going to be out of our way? I don't
16 see that in these notes.

17 MR. CARUSO: As we heard, they didn't believe
18 they were in their way because they had 110 days.
19 Their interpretation was we are within our contract
20 right. We heard that today, too, the Department and
21 the utility felt they were not in the way, that they
22 had 110 days after their interpretation of clearing and
23 grubbing.

24 MR. WINTHROP: A lot of stuff there isn't any
25 discussion in the utility progress meetings, but to say

1 that we were lying in wait to a
2 with this claim on TECO is -- i
3 up.

4 Those meetings -- it was
5 working, where we were going to
6 that TECO put crews on the proj
7 to begin their relocation. We
8 put crews out there and have this problem. We wanted
9 them to begin as soon as possible and requested that
10 that happen, which is why you see some statements.
11 They did not show up this week, work did not begin as
12 expected.

13 We are telling them we are working up to a
14 potential problem. When is this going to happen? Why
15 aren't there crews out there?

16 And we are not given any direction by the
17 Department, look, you are going to have to wait until
18 February until all the poles are out of the way. We
19 are not sure where they are, what gets moved, but their
20 schedule is controlling the progress of the job.

21 I never heard the Department make any kind of
22 statement as to the problem.

23 MR. GRAHAM: Looking at the schedule for TECO
24 there is a specific line item there for drainage, five
25 days. Does that mean they can be out there for five

1 days and they are going to be (

2 drainage?

3 I think someone could re

4 what we anticipated when we s

5 That didn't turn out to be re

6 CHAIRMAN NUTBROWN: In

7 fair to everybody and yet tly---

8 do you have any other questions?

9 MR. ROEBUCK: Not really. One of my

10 disappointments was these utility meetings occurred.

11 I've attended some lately on other jobs. Damn if they

12 don't do a good job, but the people have to be

13 responsive to them.

14 It's not like TECO. The distribution was the

15 biggest bottleneck on the job. They don't show up for

16 the meeting. That's a heck of an endorsement.

17 The next time they show up, say we will be out in

18 a couple of days, don't show up.

19 It's a matter of where is the authority to

20 enforce their reaction to these serious problems on

21 time. That's what seems to be missing.

22 MR. MCKISHNIE: I would answer that saying that

23 it's based in that utility relocation schedule. That

24 is our ability to have the authorization to impress.

25 Yes, when looking through the utility conference

1 minutes, you can see times when they
2 better job. I look at it different
3 represented. I didn't see any re'
4 saying they said I've got 125 wc
5 going to be out there.

6 They were trying to give Cone and Graham
7 best estimate of what could be done. Could they have
8 done things better? Probably.

9 The ability for the Department to enforce the
10 time line is the same as our ability to recoup these
11 costs that incurred. That mechanism for us to have
12 enforcement over any utility is based on that.

13 MR. CARUSO: Which is why if you look at future
14 relocation schedules, there is a lot more language in
15 both the Department's words and the utility in
16 reference to the actual construction phase. It's a
17 little different than this. ✓

18 MR. WINTHROP: I included one for a comparison on
19 one of our current projects that has specific policy
20 and specific phases with specific durations and what
21 activities are dependant upon it. I can use that
22 schedule and incorporate it into my CPM and we can work
23 around it. Completely different from this. This is
24 about the skinniest relocation schedule you will ever
25 see, just a vague number of days. You don't know when

1 they are going to start, not really sure when they will
2 finish.

3 CHAIRMAN NUTBROWN: Do you have any more
4 questions?

5 MR. SIMMONS: Last thing. Can somebody tell me
6 where the \$30,000 direct cost is summarized? I'm
7 missing that somewhere. Is that in one of these
8 things?

9 MR. WINTHROP: It should be in the original --

10 CHAIRMAN NUTBROWN: In the original package.

11 MR. SIMMONS: That's what I'm looking for.

12 MR. WINTHROP: On attachment F I have a lot of
13 our foreman's dailies that show the impact, the impact
14 of two months, then a few days after that. In my
15 original letter dated February '97 I summarize those
16 direct costs on a day-to-day basis. There is a spread
17 sheet that's representative in attachment D and C-12,
18 C-11 you will start seeing -- C-7 dated 9-18-96.

19 You have a spread sheet that talks about the
20 inefficiencies for that specific crew. Then you can
21 refer to an attachment F, specific foreman's report to
22 compare that to as backup for that spread sheet.

23 To make a point of clarification, the \$30,000 is
24 strictly associated with costs associated with the
25 pipe crew jumping around between September 17 and

1 November 12, whenever the pole was removed and we were
2 able to get back on that particular sequence of
3 structures that we had planned on doing.

4 Again, I would like to reiterate Bob's point that
5 at this time, at this juncture in February when he
6 turned in this claim, we were behind schedule by any
7 way you want to look at it, whether it was the CPM,
8 whether time versus money, whether the flow from the
9 CPM.

10 We were threatened with delinquency by the
11 Department. We asked for a time extension so we could
12 apply resources as we had planned in the project over a
13 longer period of time. We didn't get that. So at that
14 point after I turned in this claim for delay and
15 extended office overhead, we then began to apply
16 additional measures to get back on schedule.

17 Now it's my fault that I didn't specifically
18 quantify them, but we feel they are a wash between what
19 is being labeled as extended overhead and the amount of
20 effort we went through to catch back up and get on the
21 time versus money schedule.

22 Marty's point is not backed up in basis of law
23 where, you know, the contractor finishes early, there
24 is a cost savings to the contractor, and the courts
25 I think do recognize that.

1 Whether we had to submit a schedule or discuss
2 acceleration, well, certainly whenever we talked about
3 accelerating our schedule in February we had compiled
4 this claim.

5 They didn't want to recognize the delay. They
6 didn't want to discuss that aspect at all. We had a
7 decision to make. We made the decision once the
8 department made the decision. They weren't open to
9 discussion of those topics at the time.

10 MR. McKISHNIE: I will say two things. The
11 specifications themselves dictate that if we have an
12 early completion schedule that affects the utilities'
13 performance, we are obligated to reach an agreement to
14 see how that early completion schedule -- and revise
15 the relocation schedule accordingly.

16 The other part is the schedule we are talking
17 about using as the basis for determining how far we
18 were behind is based on logic that assumed that there
19 would be no impact of the concurrent work that was
20 required with TECO. That's the standard of which this
21 56 days is being measured by.

22 From the Department's established point it's hand
23 in hand whether or not there was a delay and whether or
24 not Cone and Graham had a contractual right to consider
25 concurrent work with utilities during that period.

1 CHAIRMAN NUTBROWN: Okay. Marty, do you have
2 anything else?

3 MR. SANCHEZ: No.

4 CHAIRMAN NUTBROWN: Doug, do you have anything
5 else?

6 MR. WINTHROP: No, not without beating a dead
7 horse.

8 CHAIRMAN NUTBROWN: Jack, do you have any other
9 questions?

10 MR. ROEBUCK: No. Sometimes -- we've had a
11 number of these utility confusions. Sometimes it might
12 be for information to bring the guy here, take the
13 company operations man to the meeting and let him see
14 how he impacts this whole situation of construction.

15 CHAIRMAN NUTBROWN: Mr. Simmons, do you have any
16 other questions?

17 MR. SIMMONS: No.

18 CHAIRMAN NUTBROWN: Okay, with that we will
19 consider this hearing closed. The Board will
20 deliberate and try to come up with an order in the
21 shortest period of time.

22 (Whereupon, the hearing was concluded at 1:00 p.m.)

23

24

25

CERTIFICATE OF REPORTER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

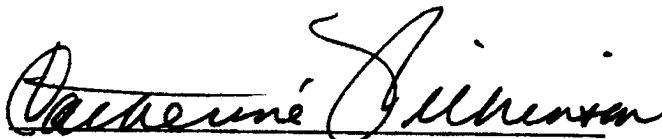
STATE OF FLORIDA)

COUNTY OF LEON)

I, CATHERINE WILKINSON, Court Reporter, do hereby
certify that I was authorized to and did stenographically
report the foregoing proceedings; and that the transcript is
a true record of the testimony given.

I FURTHER CERTIFY that I am not a relative, employee,
attorney or counsel of any of the parties, nor am I a
relative or employee of any of the parties' attorney or
counsel in connection with the action, nor am I financially
interested in the action.

Dated this 13th day of March, 2001.


CATHERINE WILKINSON
CSR, CP
Post Office Box 13461
Tallahassee, Florida 32317

- ' -	52:24; 76:8, 10 1998 [2] 14:12, 16 19th [1] 60:24	45 [2] 57:23; 73:18 465 [1] 91:6 4th [1] 59:10	9-18-96 [1] 99:18 9-22 [1] 94:17 9-29 [1] 94:18 90 [2] 15:13; 80:9 900,000 [1] 56:17 904 [1] 1:25
'96 [2] 26:15; 81:16 '97 [3] 29:16; 41:21; 99:15 '99 [1] 5:1	- 2 -	- 5 -	- A -
- 0 -	2 [11] 2:20, 23; 4:15, 18, 25; 24:8, 9; 25:19; 84:13; 92:25; 93:1 2-2001 [1] 26:3 20 [1] 37:3 2001 [2] 1:13; 103:13 20th [1] 93:17 214,000 [2] 60:12; 91:1 224-0127 [1] 1:25 230 [1] 67:5 235 [2] 63:12; 68:9 236 [1] 82:25 238 [1] 82:25 24 [2] 2:23; 41:11 24.2 [1] 41:1 240,000 [1] 74:2 25 [5] 12:23, 25; 20:20; 21:2; 83:5 25,000 [1] 21:8 26 [1] 33:3 26th [1] 32:24 27 [1] 1:13 28 [1] 76:10	5 [5] 2:21; 5:10, 12; 60:13 5.3 [1] 9:15 5.33 [1] 7:24 50 [1] 33:1 50,000 [1] 47:20 54 [1] 35:12 540-day [1] 33:24 55 [1] 41:22 56 [8] 41:22; 57:10; 59:14, 19; 85:24; 91:18; 92:14; 101:21 56-day [4] 60:24; 65:23; 74:19; 83:23	ability [6] 31:17; 77:20; 80:9; 97:24; 98:9, 10 able [10] 31:7; 40:23; 43:6; 44:1; 56:11; 58:8; 62:15; 83:18; 90:6; 100:2 above [6] 1:12; 10:11; 11:12; 13:18; 18:19; 44:6 absolutely [1] 79:4 absurd [1] 80:19 accelerate [5] 43:16; 58:13; 91:14; 92:6 accelerated [2] 92:8, 11 accelerating [2] 91:16; 101:3 acceleration [6] 18:17, 23; 75:17; 91:24; 92:3; 101:2 accept [2] 29:12; 92:15 acceptance [2] 56:16, 18 accepted [3] 42:1, 3; 54:2 accepting [1] 58:3 accomplish [1] 68:15 accomplished [1] 71:13 accordance [3] 3:3; 71:14; 88:2 according [1] 88:17 accordingly [3] 49:9; 81:18; 101:15 accurate [1] 81:13 across [2] 3:16; 82:25 act [1] 45:23 action [3] 32:6; 103:11, 12 activate [2] 27:10; 29:24 activated [1] 29:21 active [2] 29:11; 44:12 activities [13] 8:14; 33:13; 58:8; 61:21, 23; 64:14; 74:21, 22, 23; 79:6; 87:24; 98:21 activity [4] 7:13; 29:20; 39:1; 59:23 add [9] 9:21; 16:23; 19:1; 22:16; 45:18; 48:13; 52:16; 75:21; 86:1 added [1] 66:10 addition [3] 17:2;
00 [2] 1:18; 102:22	- 3 -	- 6 -	
- 1 -	3 [9] 2:20; 4:16, 18, 23; 5:2; 52:23; 53:1; 54:11; 72:25 3-2001 [2] 7:1; 26:4 30 [11] 3:13; 23:1; 51:15, 23; 52:3; 57:23; 65:5; 73:18; 86:8, 9; 89:13 30,000 [7] 47:3, 4, 17; 54:22; 74:3; 99:6, 23 30-day [1] 81:23 31 [2] 38:24; 41:12 31.2 [1] 41:2 32,000 [1] 8:11 32317 [1] 103:17 337.185 [1] 3:4 35,000 [1] 21:9 3500 [2] 8:12; 15:1 39 [1] 41:13	6 [9] 26:16; 27:20; 36:5, 12; 59:13, 16; 78:11, 12; 93:7 6-22-97 [1] 42:8 60 [7] 15:11; 60:5; 62:21; 65:6, 7; 85:18, 24 60-day [1] 60:2 61,000 [1] 90:21 63 [1] 41:23 67 [2] 61:7, 13 68 [4] 55:13, 20, 22; 56:22 69 [1] 15:7 6th [4] 59:10; 67:17, 25; 73:17	
1 [8] 1:18; 2:20; 4:5, 18; 37:11; 93:19, 20; 102:22 1-d [1] 29:6 10 [3] 1:17; 76:8; 90:15 10-6 [1] 94:19 10020-3524 [2] 1:6; 25:20 1007 [1] 1:15 103 [1] 2:25 110 [6] 30:9; 31:1; 62:7; 95:3, 18, 22 110,115 [1] 47:11 12 [3] 38:13; 59:18; 100:1 12-29-96 [2] 40:20; 41:7 120 [1] 58:24 125 [7] 66:4; 67:4; 68:8, 10; 76:20; 78:14; 98:4 125-day [2] 66:8; 82:15 130,000 [1] 90:17 13461 [2] 1:24; 103:16 138th [4] 28:1; 35:5; 43:6; 94:2 14 [1] 52:24 140,000 [6] 46:8; 47:19; 56:5; 59:21; 74:5; 90:22 144,000 [3] 47:14, 15; 55:4 15 [3] 90:24; 91:4; 94:15 16 [7] 32:8, 17; 49:3; 59:9; 73:21; 81:16; 90:15 16th [2] 32:19; 73:16 17 [4] 59:9, 18; 65:24; 99:25 170,000 [1] 61:12 175,000 [1] 55:25 17th [1] 82:3 18 [1] 41:21 180 [2] 58:23; 66:2 187 [4] 71:20; 75:8; 76:7, 18 19 [2] 61:16; 90:25 1996 [2] 36:12; 76:4 1997 [5] 14:22; 42:5;	- 4 -	- 7 -	
	4 [8] 2:20; 4:17, 18, 23; 5:1, 3; 89:25 4.75 [1] 7:24 40 [2] 1:17; 52:4 41 [1] 9:7	7 [2] 76:4, 21 7th [2] 67:17; 68:1	
		- 8 -	
		8-10-97 [1] 42:9 8-7.3.2 [1] 71:4 80,000 [1] 90:21 814,000 [1] 91:5 85-foot [1] 26:19 86 [1] 55:9 867 [1] 91:7 89,000 [1] 90:24	
		- 9 -	

47:13; 48:11
additional [16] 5:18;
 8:5; 11:15; 16:1, 12;
 17:22; 18:2; 20:4, 7;
 25:23; 34:10, 14; 43:11,
 24; 85:24; 100:16
address [4] 13:11;
 21:19; 46:6; 79:9
addressed [3] 49:24;
 70:9; 77:16
adds [1] 90:21
adjacent [10] 7:4, 19;
 11:8; 16:8, 19; 27:3, 5;
 53:9; 85:3; 87:16
adjust [10] 49:9, 12, 19;
 51:11, 23; 54:23; 57:24;
 78:24; 79:22; 81:18
adjusted [1] 67:8
adjustment [1] 50:14
adjustments [2] 32:13;
 55:8
administrative [1] 4:3
advance [1] 57:17
aerial [3] 23:20; 26:15;
 62:23
aerials [1] 23:25
affected [2] 44:17;
 72:11
affecting [1] 20:5
affects [1] 101:12
aged [1] 8:24
agencies [5] 31:23;
 35:15; 45:24; 73:24;
 80:22
agency [7] 30:23; 35:18;
 39:9; 45:23; 47:25; 62:6
aggressive [1] 86:21
agree [10] 20:17, 22;
 22:4; 43:19; 46:15; 49:22;
 57:23; 61:2; 67:19; 89:17
agreed [5] 13:1; 32:17;
 39:18; 50:20; 73:17
agreement [24] 11:7;
 13:14, 15, 17, 20; 14:2;
 25:8; 32:7; 50:15; 56:4;
 57:19; 58:18, 20; 63:6;
 64:3, 8, 14; 65:18; 67:12;
 74:11; 77:8; 80:25; 87:7;
 101:13
agreements [3] 18:5,
 7, 10
ahead [11] 8:22; 25:1;
 26:5; 39:12; 40:1; 50:3;
 68:5, 15; 77:10; 81:4;
 94:10
allegation [1] 71:1
alleged [6] 54:6; 60:4;
 61:19; 70:24; 72:17;
 74:19
alleges [2] 16:21; 47:8
alleging [2] 59:5; 72:13
alleviate [1] 30:1

allowable [2] 18:13, 25
allowed [3] 18:19;
 75:24; 76:6
alluded [3] 51:13; 74:3;
 75:1
alludes [1] 52:20
although [4] 13:15;
 36:21; 38:3; 94:4
ambiguity [1] 78:15
ambush [1] 96:1
amount [20] 21:10;
 35:8; 42:12; 47:11, 12;
 54:25; 55:25; 56:4; 61:19;
 66:10; 70:23; 74:18; 90:3,
 4, 13; 91:19, 20, 23; 92:1;
 100:19
amounts [1] 46:22
analysis [3] 25:6;
 90:12; 92:5
analyzing [1] 76:12
answer [4] 66:13, 21;
 75:23; 97:22
anthony [1] 2:8
anticipate [2] 35:17;
 36:22
anticipated [9] 8:8;
 10:10; 11:13; 18:19; 36:7;
 68:16; 77:9; 93:13; 97:4
anticipating [1] 11:17
apologize [3] 26:5;
 40:18; 46:5
apparent [1] 78:15
appearances [1] 2:1
appearing [2] 2:6, 10
apples [2] 60:20, 21
applied [1] 67:24
apply [7] 6:6, 7, 11;
 18:24; 40:5; 100:12, 15
applying [1] 67:23
appointed [1] 3:5
approach [3] 6:6;
 31:15; 52:1
approaching [1] 41:15
appropriate [1] 18:16
approval [1] 69:21
approve [1] 32:11
approved [5] 14:2;
 17:16; 32:23; 33:4; 55:7
approximately [5]
 23:7; 38:19; 47:17; 56:4,
 5
april [2] 26:15; 62:24
arbitration [6] 1:2, 12;
 2:3; 3:3; 4:1; 6:4
area [17] 11:19; 12:24;
 13:16; 21:11, 12, 14, 15;
 29:12; 34:4; 48:21; 53:2,
 5; 73:1; 82:21; 85:3, 14;
 93:22
areas [18] 17:22; 26:13,
 24; 27:6; 29:13, 20;
 39:16; 40:4, 22; 42:25;

43:13; 44:2, 3, 9, 15;
 77:5, 19
aren't [1] 96:15
argue [1] 10:6
arguing [2] 10:1; 47:17
argument [3] 11:9;
 16:21; 91:18
arose [1] 37:18
ascertain [1] 77:18
aspect [1] 101:6
asphalt [14] 6:22; 7:9;
 11:6; 12:1, 23; 13:5, 7,
 19; 15:22; 21:10; 39:15;
 62:13; 64:15, 16
assay [2] 14:15; 19:10
assessing [1] 78:14
associated [15] 8:9, 14;
 10:7; 11:11; 13:25; 15:19;
 21:4; 29:5; 30:13; 74:15;
 91:11, 15; 92:12; 99:24
associates [1] 1:23
assume [7] 6:24; 7:15;
 11:10; 55:1; 82:14; 83:17;
 84:6
assumed [3] 10:4;
 44:25; 101:18
assuming [4] 20:14;
 81:13; 86:21; 88:13
assumption [19] 9:1, 9,
 10; 10:5; 16:15; 19:18;
 20:9, 12; 30:11, 22; 31:1,
 7; 33:17; 45:13; 48:6;
 49:5, 8; 88:8
assumptions [3] 9:5, 6;
 81:17
assure [3] 5:22; 86:22;
 87:15
attached [1] 56:1
attachment [5] 52:9;
 94:10; 99:12, 17, 21
attachments [1] 4:3
attacking [1] 17:11
attempt [1] 92:16
attend [4] 32:2; 37:4;
 38:25; 93:18
attended [5] 25:9;
 28:19; 32:3; 97:11
attention [1] 40:25
attest [1] 52:15
attorney [2] 103:9, 10
attorneys [1] 6:19
august [26] 14:11; 32:8,
 17, 24; 33:3; 34:22; 36:5,
 12; 37:3, 19; 42:5; 49:3;
 67:18, 25; 68:1; 73:16, 17,
 21; 76:4, 15, 21; 78:5, 11,
 12; 81:16; 93:7
authority [1] 97:19
authorization [1]
 97:24
authorized [1] 103:5
available [4] 10:17;

42:25; 68:4, 11
avenue [7] 23:17;
 27:25; 35:6; 37:25; 83:5;
 87:7; 94:2
average [9] 7:23; 9:14;
 10:12, 18, 21; 11:13;
 13:18; 19:21; 20:23
averaging [1] 10:15
avoided [1] 37:20
aware [1] 18:7

- B -

backdrop [4] 48:18;
 51:12, 22; 78:22
backed [1] 100:22
backup [2] 56:1; 99:22
backwards [1] 83:13
bad [1] 87:14
baited [1] 88:20
balance [2] 72:10; 74:4
ball [2] 21:7; 40:8
ballpark [1] 19:24
bare [1] 20:14
base [2] 7:10; 58:12
based [10] 9:2; 16:21;
 50:23; 51:16; 53:13;
 59:20; 60:22; 97:23;
 98:12; 101:18
baseline [10] 14:3;
 39:19; 40:9; 42:3; 50:18;
 53:21; 54:2; 61:22; 72:18;
 78:23
basically [9] 13:4;
 20:14; 66:10; 82:2, 6;
 84:13, 23; 86:17; 88:14
basis [10] 8:6; 30:1;
 50:1, 7; 71:9; 83:23;
 94:5; 99:16; 100:22;
 101:17
bearss [3] 35:6; 43:6;
 83:5
beating [1] 102:6
became [2] 29:21;
 42:25
becomes [4] 11:9, 16;
 49:20; 51:12
began [10] 24:18; 26:8,
 12; 27:22; 32:20; 33:9;
 63:3; 76:21; 100:15
begin [17] 15:22, 23;
 17:25; 26:14; 28:5, 10;
 30:22; 31:7; 36:5; 37:5;
 40:6, 12; 76:6, 22; 96:7,
 9, 11
beginning [8] 26:17;
 27:8, 11; 28:13; 29:8;
 42:5, 12; 94:15
begins [1] 76:24
begun [4] 36:21; 37:5,
 19; 93:18

<p> behalf [2] 2:6, 10 behind [13] 16:5; 40:4, 7; 41:10; 42:9, 17; 43:4; 69:18; 85:1; 92:18; 100:6; 101:18 behold [1] 61:25 believes [3] 70:3, 4, 5 below [1] 15:13 bend [2] 79:10, 23 benefit [1] 9:5 benefited [1] 9:11 besides [1] 18:5 best [5] 31:16; 61:21; 89:20; 90:10; 98:7 between [13] 3:16, 21; 7:21; 11:23; 43:6; 63:20; 65:18; 67:14; 69:20; 77:25; 79:25; 99:25; 100:18 beyond [8] 18:2; 26:11; 27:16; 59:16; 60:24; 64:19; 69:19; 71:20 bid [15] 7:3, 15; 9:1, 3, 4, 9, 10; 10:1, 5; 14:9; 15:4; 19:17, 22; 57:2; 84:4 bidders' [1] 92:19 bidding [2] 13:23; 46:3 big [4] 11:16; 31:18; 52:17; 54:9 biggest [1] 97:15 bill [1] 49:12 bills [1] 8:10 binding [1] 32:7 bit [5] 10:11; 23:4; 26:9; 50:4; 89:23 blue [1] 65:18 board [23] 1:2; 2:3; 3:3; 4:11; 5:17, 18, 20, 25; 6:6; 16:24; 22:25; 24:4; 45:11; 47:4; 51:9; 53:11; 54:25; 58:14, 15; 75:19; 76:3; 102:19 bob [10] 2:8; 6:21; 8:18; 9:1; 14:25; 15:17; 16:25; 22:18; 61:5; 81:6 bob's [1] 100:4 bones [1] 20:14 bore [1] 90:25 both [6] 7:4, 6, 11; 21:7; 25:21; 98:15 bottleneck [2] 17:22; 97:15 bottom [3] 34:15; 41:6; 50:11 bound [1] 64:8 box [3] 1:24; 85:5; 103:16 bracketed [2] 42:4, 15 break [1] 42:24 breakdown [2] 60:16, 18 </p>	<p> breath [1] 88:20 bregacy [1] 27:18 brevity [1] 89:6 brian [2] 2:11; 32:3 brief [4] 7:2; 41:8; 44:21; 86:2 bring [6] 6:14; 15:21; 78:7, 10; 85:13; 102:12 bringing [2] 35:18; 67:22 bryan [1] 46:7 buck [1] 57:14 buddy [1] 44:20 buggered [1] 38:6 build [2] 43:6; 88:1 built [1] 88:16 bulk [2] 12:17; 63:19 bulkheaded [1] 29:21 bulkheads [4] 29:24; 46:12, 14; 56:10 bumps [1] 76:9 bunch [1] 59:3 burden [1] 10:10 busting [1] 29:24 byron [1] 53:17 </p>	<p> certain [6] 8:2; 45:6; 55:2; 67:21; 69:2; 83:18 certainly [3] 32:15; 37:8; 101:2 certificate [2] 2:25; 103:1 certify [2] 103:5, 8 cetera [5] 17:1; 46:12; 48:1; 56:12; 58:12 change [6] 10:2; 13:1; 20:3, 24; 50:20; 79:7 changed [1] 50:15 charge [1] 15:10 charged [2] 15:9; 66:2 charges [2] 8:1, 5 chastise [1] 79:17 choice [1] 46:17 chose [1] 3:11 christmas [4] 60:25; 61:5, 7, 9 chuck [2] 25:15; 51:18 chuck's [1] 52:11 circumstance [1] 46:10 civil [1] 6:7 claim [40] 4:2; 6:13; 8:6, 13; 12:11; 13:12; 18:16; 25:21, 22; 26:1; 43:14; 44:13; 51:17, 20, 22, 24, 25; 52:5; 53:6; 54:10, 13; 57:10; 59:13, 22; 73:2; 74:2; 85:15, 21; 86:11; 89:15; 92:3, 8, 9, 10; 96:2; 100:6, 14; 101:4 claimant [2] 4:2; 6:12 claims [3] 38:2; 47:1; 89:2 clarification [1] 99:23 clarity [1] 46:13 classify [1] 46:25 clause [1] 20:1 clear [7] 49:4, 19; 50:8; 70:6, 14; 94:22; 95:6 cleared [2] 49:11; 95:5 clearing [33] 7:14; 23:22; 29:3; 30:8; 62:10, 14; 63:24; 64:2, 6, 10, 11, 14, 17; 65:8, 15; 66:14, 18; 67:14, 15, 21, 24; 73:7; 75:10; 76:5, 25; 77:1, 6, 10, 13; 78:19; 81:2; 95:3, 22 clearly [1] 91:8 clock [4] 64:9, 20, 22, 23 close [8] 23:10; 41:6; 55:20, 21; 61:15, 17; 71:14; 82:22 closed [2] 22:25; 102:19 color [2] 24:3, 13 commenced [1] 1:17 comment [1] 80:3 comments [2] 53:25; </p>	<p> 54:1 common [1] 78:17 companies [1] 3:9 company [5] 30:8; 50:16; 66:6, 12; 102:13 compare [4] 10:19; 59:24; 81:15; 99:22 compared [1] 60:22 comparing [1] 60:20 comparison [1] 98:18 compensable [1] 56:22 compensate [2] 13:17; 14:17 compensated [3] 43:10; 46:12, 15 compensation [3] 8:12; 55:11, 19 compiled [1] 101:3 complement [1] 27:22 complete [9] 7:7; 38:9; 40:13; 43:8; 46:17; 62:10; 74:20; 77:1; 82:15 completed [3] 22:21, 22; 61:24 completely [1] 98:23 completion [13] 17:21; 38:19; 41:1; 51:3; 57:21; 58:2, 6, 25; 72:11; 74:7, 25; 101:12, 14 comprised [1] 47:4 concerned [2] 27:7; 37:8 concluded [2] 1:18; 102:22 concrete [2] 26:19; 84:17 concurrent [3] 42:14; 101:19, 25 concurrently [7] 14:22; 30:14, 23; 31:2; 45:10, 12; 49:1 condensed [1] 33:24 condition [2] 10:3; 29:14 conditions [8] 7:11; 8:7; 10:2; 13:1; 19:23; 20:1, 19, 25 conducted [2] 6:5; 53:17 conduit [3] 28:11; 34:10; 43:4 cone [56] 1:4; 2:6; 4:15, 24; 5:1; 10:21; 16:21; 17:3, 17; 22:1; 24:21; 36:25; 45:7; 46:22; 47:1, 8; 48:22; 49:1, 2; 50:17, 22; 52:20, 24; 53:2, 19; 54:1, 6, 10, 21; 55:12, 18, 23; 56:11; 57:5, 21; 59:4; 62:3; 63:7; 67:10; 68:23; 69:2; 72:3, 12; 74:13, 23; 75:2; 76:2; 79:25; 81:9, </p>
---	---	--	--

- C -

c [1] 3:1
c-11 [1] 99:18
c-12 [1] 99:17
c-7 [1] 99:18
cable [2] 68:22, 25
calendar [4] 67:8, 11; 76:7, 18
caprin [1] 38:25
caruso [11] 2:8; 5:11; 13:11; 14:6, 15; 19:1; 21:4; 69:20; 86:1; 95:17; 98:13
case [12] 6:11; 8:4; 10:4; 12:2; 13:2; 16:3; 18:21; 19:17; 20:19; 49:18; 88:19; 97:6
cases [1] 83:22
cash [3] 40:25; 41:12, 21
catch [5] 41:20; 42:19; 43:17; 86:19; 100:20
categorized [2] 56:8, 9
category [1] 20:10
catherine [3] 1:19; 103:4, 15
caught [2] 41:24; 42:1
cause [3] 24:23; 45:3; 47:23
caused [1] 79:10
causes [1] 7:25
cei [2] 7:23; 41:15
center [1] 1:15
cents [4] 15:5, 10, 11, 14

17; 84:13; 86:10; 88:8;
92:25; 98:6; 101:24
conference [15] 28:20;
35:22; 36:12, 18, 24;
37:10; 38:12, 23; 52:21;
53:1, 16; 80:13, 16; 94:20;
97:25
conferences [4] 35:21,
23; 51:13; 93:3
confirm [1] 50:13
conflict [10] 28:17;
33:22; 37:23; 53:5; 54:12;
79:11; 82:8; 83:21, 22;
84:10
conflicted [1] 58:11
confusing [1] 44:12
confusion [2] 69:20;
70:15
confusions [1] 102:11
connection [1] 103:11
consider [6] 13:23;
20:10; 46:3; 51:4; 101:24;
102:19
consideration [11]
16:24; 50:17; 54:4; 55:1;
58:5; 60:25; 61:3; 63:25;
64:1; 69:5; 76:8
considered [6] 5:17;
13:18; 19:4; 20:11; 57:3;
71:9
considering [5] 9:22;
51:5, 8; 52:2; 64:21
consists [1] 8:13
constitutes [2] 20:4, 22
constructed [1] 40:11
construction [23] 3:8;
7:20; 29:12; 35:7; 36:16;
39:17; 40:3, 6, 8; 62:18,
21; 63:3; 66:5; 67:4;
74:20; 76:17, 18; 78:18;
80:10, 13; 98:16; 102:14
contemplated [4] 45:5;
49:15; 69:15
contend [1] 9:3
contention [6] 8:23;
9:7; 18:14; 31:18; 57:15;
73:4
context [3] 47:9, 19;
49:13
continue [6] 11:25;
23:14; 27:6; 37:9; 68:7;
86:17
continued [2] 66:20;
92:15
continuing [2] 36:15;
87:22
continuous [2] 39:6, 8
contract [42] 3:9; 6:10;
17:7, 8, 16, 21; 18:3, 13;
26:16; 27:13, 16; 28:4, 17;
30:24; 31:5, 20; 33:24;
43:16; 50:14; 55:7; 63:12,

13, 16, 21; 64:19; 65:4;
67:5, 10; 68:23; 70:14;
75:16; 76:13, 24; 77:12;
78:14; 79:7; 87:7; 88:20,
21; 89:19; 95:19
contractor's [2] 26:1;
53:18
contractors [1] 19:17
contractual [3] 50:7;
65:23; 101:24
contractually [1] 58:15
contributed [1] 68:25
control [9] 27:8; 29:2,
5; 31:13, 16; 42:24;
69:19; 70:10; 84:2
controlling [6] 32:20;
69:9; 72:12; 84:1; 88:17;
96:20
controls [1] 34:8
conversation [2] 3:15,
21
conversations [1]
48:12
coordinate [5] 31:11;
52:18; 54:8; 72:9; 88:11
coordination [4] 39:9;
45:24; 51:8; 52:12
copies [6] 4:13; 5:23;
6:2; 23:21; 24:3; 29:1
cores [2] 19:20, 23
corner [1] 41:6
corporation [1] 4:25
corrections [1] 54:3
correspondence [1]
35:20
corridor [7] 8:23; 9:17,
18; 16:15; 20:8; 72:7, 8
corridors [1] 77:25
cost [12] 11:16; 17:6;
18:16; 21:7; 32:12; 42:19;
49:22; 74:3; 92:5; 99:6;
100:24
costs [32] 8:8, 11;
11:11; 13:25; 15:16, 19;
16:24, 25; 17:15; 18:24;
20:5; 21:4; 43:24; 46:25;
47:18; 50:23; 55:5, 20, 22;
56:25; 57:1; 75:14; 91:10,
15; 92:4, 8, 11, 12; 98:11;
99:16, 24
counsel [2] 103:9, 11
counting [1] 39:25
country [1] 39:4
counts [1] 74:24
county [2] 1:8; 103:3
couple [8] 23:23; 24:25;
29:15; 53:18; 54:5; 61:8;
82:5; 97:18
course [1] 13:8
courts [1] 100:24
cowger [1] 2:15
cpm [16] 31:19; 32:19;

41:12; 43:20; 79:6; 80:7,
12; 87:23; 88:9, 16, 20,
21; 89:12; 98:22; 100:7,
9
cpms [4] 80:4, 8; 89:8,
19
crazy [1] 3:17
create [1] 85:15
creating [1] 31:14
crew [15] 37:5; 38:3, 11,
14, 15; 67:23; 68:5; 78:6,
7, 10; 85:13; 91:12; 94:6;
99:20, 25
crews [24] 35:18; 37:16,
18, 19; 39:5, 25; 40:5;
44:2, 9; 46:24; 55:2, 3;
67:22; 68:1, 3; 80:23;
88:15; 91:17; 93:20;
94:18; 96:6, 8, 15
criteria [1] 71:10
critical [3] 30:6; 34:9;
40:22
cross [1] 82:7
crossed [1] 44:2
crossings [1] 43:24
crunch [1] 17:25
crux [1] 89:7
curb [9] 11:19, 23; 12:5,
6, 15, 18; 29:10; 58:11;
84:19
current [1] 98:19
curve [1] 42:19
cut [4] 58:23; 60:23;
85:6, 9
cut-off [4] 19:7; 61:16;
90:24; 91:4

- D -

d [3] 2:17; 3:1; 99:17
dailies [3] 25:11; 63:14;
99:13
damages [1] 79:10
damn [1] 97:11
dander [1] 96:2
data [4] 7:23; 10:20, 23;
19:6
date [15] 1:13; 17:21;
26:12; 32:6, 10; 65:21;
67:16; 71:20; 73:16, 17,
24; 75:10; 76:5; 78:11,
13
dated [9] 26:15, 23;
32:24; 36:12; 40:20;
41:21; 99:15, 18; 103:13
dates [5] 59:4, 6; 60:9;
63:20; 72:20
day [15] 23:5; 62:18;
63:12, 13; 65:2; 68:9;
76:22; 77:11; 81:3; 85:21;
89:13, 14; 93:11; 103:13

day-to-day [1] 99:16
days [71] 17:4; 18:1;
23:1; 30:9, 10; 31:1;
45:7; 51:15, 20, 23; 52:3,
4; 55:9, 13, 20, 22; 56:22;
57:10, 23; 58:23, 24;
59:14, 19; 60:5; 61:7, 8,
14; 62:7, 21; 63:16; 65:5,
6, 7; 66:3, 5; 67:4, 5, 8,
11; 68:8, 11; 69:3, 4, 14;
71:21; 73:18; 75:8; 76:7,
18; 80:1, 9; 82:15; 85:18,
24; 86:8, 9; 91:18; 92:14;
95:3, 18, 22; 96:25; 97:1,
18; 98:4, 25; 99:14;
101:21
dead [1] 102:6
deaf [1] 43:23
debating [1] 47:16
debate [2] 38:24;
90:24
decide [1] 24:10
decided [1] 33:23
decision [5] 21:25;
22:1; 101:7, 8
deduce [1] 59:1
deem [1] 5:18
deepest [2] 34:8, 12
defending [1] 71:24
definition [1] 20:17
degree [1] 64:11
delay [32] 26:2; 40:17;
41:17; 42:4, 6; 44:13;
54:7; 59:5; 60:4; 61:13,
20; 65:24; 70:24; 71:1;
72:17; 74:19; 79:16, 19;
83:23; 86:23; 90:4, 5, 14,
15, 20, 23; 91:5; 92:12;
100:14; 101:5, 23
delaying [1] 66:17
delays [8] 20:6; 23:17;
42:14; 43:22; 68:13;
71:11; 79:10, 17
deliberate [4] 23:1, 4,
8; 102:20
delineate [1] 33:2
delinquency [5] 41:17,
19; 42:18; 92:23; 100:10
delinquent [1] 41:16
demand [1] 39:5
denied [1] 92:12
department's [9] 4:16;
8:23; 10:9; 16:13; 45:3,
10; 81:7; 98:15; 101:22
dependant [1] 98:21
dependency [1] 67:14
dependent [1] 39:9
depending [2] 85:6, 9
depth [2] 13:4; 20:4
described [2] 47:19;
56:9
design [1] 88:7

<p> designated [1] 89:24 desoto [1] 1:15 despite [1] 92:17 detail [2] 48:8; 86:22 detailed [5] 23:24; 71:12, 13; 92:5 detailing [1] 53:4 determine [3] 19:9, 20; 80:18 determined [3] 9:16; 13:21; 56:13 determining [1] 101:17 diagram [1] 84:11 dictate [3] 31:8; 80:24; 101:11 dictated [1] 31:19 difference [1] 8:7 different [7] 12:20; 13:2; 20:10; 21:7; 31:14; 98:17, 23 differently [1] 98:2 differing [5] 20:1, 4, 19, 22; 60:19 difficult [4] 42:20; 77:18; 83:24; 88:11 difficulty [2] 17:9; 73:15 diligence [1] 75:5 diligent [1] 72:2 direct [8] 16:25; 20:6; 46:25; 47:18; 54:22; 74:3; 99:6, 16 directed [1] 94:6 direction [1] 96:16 disagree [6] 45:4; 48:1; 53:13; 57:14; 72:15; 73:4 disagreement [2] 69:22; 87:19 disappointments [1] 97:10 disbursed [1] 88:22 discern [2] 30:17; 79:1 discuss [6] 10:6; 32:5; 44:23; 58:25; 101:1, 6 discussed [9] 16:25; 17:3; 18:6; 28:9, 22; 47:8; 50:24; 51:3; 52:15 discussing [3] 36:25; 60:13; 93:5 discussion [8] 6:23; 50:24; 57:17, 25; 58:21; 74:7; 95:25; 101:9 discussions [6] 48:14, 15; 52:14; 58:18; 79:24; 80:6 disincentives [1] 92:17 disoriented [1] 38:5 disposal [1] 8:16 dispute [3] 5:17; 10:13; 11:18 distribute [2] 24:4; </p>	<p> 73:23 distribution [27] 27:19; 30:19; 35:3, 18; 36:4, 19; 37:4; 38:14, 24; 39:2; 45:17; 48:13; 51:7; 65:15; 68:1, 3; 69:8; 78:6; 80:18; 83:20; 88:15; 93:11, 16, 21; 94:15, 18; 97:14 district [1] 80:11 document [6] 12:22; 31:5; 36:11; 70:14; 76:13; 87:14 documentation [3] 48:17; 56:1; 98:3 documented [2] 53:3; 76:2 documents [14] 4:3, 11; 25:10, 12, 14; 28:18; 31:20; 48:23; 49:15; 50:14; 70:11; 81:9; 86:13; 89:19 dollar [5] 46:22; 47:12, 16; 54:25; 55:25 dollars [1] 91:19 dot [3] 45:8, 13; 64:23 dot's [2] 25:9; 68:17 double [1] 16:11 doubt [2] 8:24; 49:4 doubtful [1] 52:2 doug [1] 102:4 down [10] 13:8; 19:25; 41:6; 44:11; 55:22; 58:23; 61:8; 81:19; 90:20; 91:6 drag [1] 85:11 drainage [45] 11:23; 12:9; 15:23; 27:10; 28:24; 29:25; 30:10, 13; 33:7; 34:5, 7, 8; 35:24; 37:2, 13; 38:3; 40:2, 4; 43:4, 25; 44:5, 7, 8; 45:9; 46:17; 58:7, 8; 59:21, 22; 60:17; 63:17; 68:5; 72:13, 16, 25; 81:5; 84:21; 88:3; 90:10, 13, 18; 91:1; 95:8; 96:24; 97:2 drawing [1] 34:2 drive [1] 1:15 driveway [1] 21:22 drought [1] 29:14 duluth [1] 38:25 duly [1] 3:25 dump [1] 15:19 durations [1] 98:20 </p>	<p> 17:21; 18:1, 15; 36:22; 39:20; 51:1; 52:13; 56:3 early [18] 34:21; 48:13; 51:3; 57:18, 21; 58:1, 2, 6, 25; 74:6; 78:5; 94:25; 95:5, 14; 96:6; 100:23; 101:12, 14 ears [1] 43:23 ease [1] 34:1 east [3] 35:6; 37:25; 93:25 effect [4] 56:5; 64:10; 71:8; 72:23 effective [1] 54:18 effects [1] 26:11 effort [15] 7:15; 27:14, 15, 20; 34:24; 39:6; 43:12; 46:14; 51:7; 52:3; 56:8; 72:9; 82:11; 95:13; 100:20 efforts [14] 18:18; 27:22, 24; 28:16; 40:3; 43:21; 44:17; 46:10; 52:12, 19; 53:12; 56:10; 58:13; 94:7 eight [3] 40:8; 73:11; 75:4 either [7] 4:6; 6:14; 10:16; 25:6; 44:6; 48:22; 57:2 el [11] 29:17; 42:6; 46:5, 6, 9, 15; 55:11; 56:5, 9, 21 elapsed [3] 41:2, 11, 22 elected [2] 3:8; 35:12 election [1] 86:14 electric [4] 30:7; 37:15; 87:6; 93:10 electrical [1] 53:5 ellis [1] 28:9 emphasize [1] 51:10 emphasizing [1] 54:7 employee [2] 103:8, 10 encountered [4] 10:2; 12:23; 20:20; 37:2 end [30] 16:6; 22:5, 9; 26:18, 21; 27:1, 4, 9, 25; 28:6, 7, 11; 29:9; 36:6; 38:16; 43:1; 61:25; 62:8; 64:19; 66:19, 20; 72:20; 75:11; 82:22; 83:2, 4, 6; 91:9; 93:24; 94:2 ended [2] 61:11; 66:7 ending [1] 41:7 endorsement [1] 97:16 ends [1] 61:13 energized [3] 34:25; 69:10; 78:5 enforce [2] 97:20; 98:9 enforcement [1] 98:12 engineer [2] 33:4; 40:20 </p>	<p> engineer's [2] 41:4; 94:8 engineering [1] 25:11 enormous [1] 35:8 enough [4] 39:22; 40:1; 44:20; 79:17 entail [1] 7:9 entailed [1] 39:14 enter [3] 4:16, 17; 5:6 entertain [2] 56:25; 57:16 entire [6] 34:9; 42:23; 66:15; 88:15; 94:6 entirely [1] 66:17 equipment [1] 54:23 erroneous [1] 38:22 error [1] 33:16 especially [3] 10:12; 13:23; 45:15 essay [7] 12:19, 21; 20:17, 21, 22; 21:1; 46:6 essays [2] 21:7; 74:14 essentially [6] 17:23; 27:11; 32:10; 40:21; 41:10, 24 established [3] 3:3; 33:8; 101:22 establishing [1] 14:3 estimate [5] 30:24; 45:8; 90:9; 98:7 estimates [2] 60:22; 90:11 et [5] 17:1; 46:12; 47:25; 56:12; 58:12 even [6] 18:9; 21:6; 63:18; 80:25; 84:5; 87:16 events [1] 42:14 everybody's [1] 6:25 evidence [12] 2:20, 21, 23; 4:19; 5:12, 16, 18, 21; 6:7; 18:23; 24:9; 43:19 exact [1] 47:12 exactly [1] 94:22 examine [1] 5:14 excavation [1] 28:23 exceed [1] 75:12 exceeded [1] 75:12 exceeds [1] 8:2 excellent [2] 34:18; 85:17 exceptional [1] 58:13 excerpt [1] 54:10 excess [3] 8:11; 13:21; 22:5 excuse [2] 51:24; 52:23 executed [2] 14:11; 17:19 exempt [1] 50:2 exhausted [1] 61:24 exhaustive [2] 53:12; 73:3 exhibit [26] 2:20, 21, </p>
--	--	---	---

- E -

23; 4:5, 8, 15, 16, 17, 18, 25; 5:2, 3, 10, 12, 23; 20:18; 24:8, 9; 25:19; 60:13; 84:13; 89:25; 92:25; 93:1
exhibits [3] 2:18; 5:24; 6:2
existing [8] 7:8, 9, 20; 11:18, 22; 48:2; 53:9; 69:1
exiting [1] 36:16
expands [2] 67:10; 71:4
expect [6] 36:8; 38:18; 46:5; 49:10; 72:5; 79:20
expected [7] 13:19; 15:4; 36:5; 37:6; 60:1; 72:5; 96:12
experience [4] 34:23; 42:13; 48:20; 85:19
experienced [4] 8:24; 9:2; 10:3; 87:25
expire [1] 3:13
explain [1] 95:14
explains [1] 59:12
extend [4] 17:2; 63:21; 71:19; 75:10
extended [15] 17:4, 10, 15; 47:10, 20; 50:22; 55:4, 19, 22; 57:1, 6; 74:5; 92:3; 100:15, 19
extension [7] 66:25; 67:6; 71:2, 6, 10; 92:14; 100:11
extensions [6] 17:18; 66:7, 9, 21, 22; 81:20
extensive [2] 46:10; 52:3
extent [2] 51:5; 77:18
extra [6] 5:11; 8:9, 14; 11:6; 12:11; 57:5
extraordinarily [1] 11:12
extremely [1] 9:19

- F -

f [2] 99:12, 21
face [2] 65:18; 84:19
fact [11] 31:19; 45:5; 48:25; 51:21; 58:5; 64:1, 6; 68:13; 69:1; 72:5; 89:1
factor [2] 68:25; 69:9
facts [1] 6:10
fair [2] 61:7; 97:7
fairly [7] 10:8; 34:5, 17; 39:24; 85:12; 86:21; 87:17
falling [1] 34:13
falls [1] 20:10
far [9] 16:23; 20:16;

40:1; 46:11, 23; 58:3; 64:9; 76:12; 101:17
fast [1] 58:23
faster [1] 74:10
fault [3] 43:20; 68:14; 100:17
february [14] 1:13; 38:21; 52:24; 63:11, 19; 65:25; 68:20; 71:20; 76:8, 10; 96:18; 99:15; 100:5; 101:3
feedback [3] 38:18; 78:8; 85:22
feel [7] 9:25; 10:2; 17:20; 20:2; 26:9; 47:23; 100:18
feeling [1] 40:22
feet [1] 84:15
fell [1] 43:23
felt [14] 10:3; 17:25; 19:11, 17; 34:16; 35:1, 8; 36:21; 37:18; 46:9; 49:24; 53:12; 65:21; 95:21
few [7] 19:20; 26:17; 38:17; 60:3; 75:22; 93:15; 99:14
field [13] 17:4, 15; 47:10, 20; 50:23; 55:19; 57:1; 59:3; 74:5, 17; 91:11, 21; 92:3
fifth [1] 73:9
fight [1] 44:6
fighting [1] 34:13
figure [2] 30:17; 59:2
figures [3] 4:17; 5:8; 47:12
filing [1] 86:10
films [1] 24:13
final [1] 56:17
finally [1] 37:15
financially [1] 103:11
fine [3] 9:15; 58:7, 17
fingers [1] 3:17
finish [8] 37:13; 58:8, 22; 63:9; 74:8, 21; 87:20; 99:2
finished [17] 17:8, 16, 20; 18:1, 13, 15, 24; 34:21; 38:21; 55:7; 56:24; 68:10; 69:4; 72:19; 74:6; 75:16
finishes [1] 100:23
five [8] 10:14; 19:8; 20:24; 28:7; 30:10; 74:13; 96:24, 25
five-foot [1] 84:18
flat [2] 8:2; 58:11
flaw [1] 89:10
fletcher [1] 27:25
float [2] 61:23, 24
flooded [2] 29:22; 30:3
flooding [1] 30:1

floor [1] 44:20
florida [15] 1:3, 8, 15, 16, 21, 24; 3:4; 23:17; 35:10; 37:25; 62:6; 78:16; 87:7; 103:2, 17
flow [8] 29:12; 30:5; 31:3; 40:25; 41:12, 22; 83:9; 100:8
flowing [1] 29:19
flows [1] 83:11
folks [2] 43:7; 65:16
follow [2] 31:15; 84:2
following [6] 31:12; 36:8; 42:8; 71:10; 95:3
fool [1] 56:10
force [1] 34:11
forces [3] 27:21, 25; 43:17
foregoing [1] 103:6
foreman [1] 51:19
foreman's [2] 99:13, 21
forget [1] 89:13
forwarded [1] 24:4
found [2] 7:20; 12:2
four [22] 7:7; 8:4; 9:15; 12:22, 25; 13:22; 15:7, 13, 15; 16:20; 17:4; 18:1; 19:8, 18; 20:20; 28:7, 12, 14; 57:12, 13; 69:13; 84:15
four-day [1] 18:22
four-inch [1] 33:1
frame [14] 14:9, 16; 43:21; 51:10, 11; 59:11, 24; 60:6, 11, 21; 61:5; 66:8; 69:2; 91:22
frame-wise [1] 14:8
frames [2] 42:16; 91:3
freddie [3] 2:5; 3:5; 15:18
free [1] 39:16
friction [2] 13:8; 19:13
front [8] 4:25; 5:2; 50:4, 5, 6; 77:4; 84:19
fruitless [1] 33:19
full [6] 11:14; 23:6; 40:23; 90:25; 91:20, 23
full-blown [1] 80:12
fully [1] 46:15
funds [2] 47:13, 21
furnish [1] 6:2
further [4] 22:23, 24; 52:2; 103:8
future [2] 87:15; 98:13

- G -

g [1] 3:1
gathered [1] 55:9
geared [2] 90:18; 91:4
gene [1] 2:15

general [2] 51:18; 80:3
generated [3] 7:23; 90:2, 3
generating [1] 90:8
gerald [1] 2:12
get-go [2] 20:15; 87:5
given [5] 57:7; 64:1; 76:8; 96:16; 103:7
gives [1] 80:9
global [2] 18:4; 42:22
golepiewski [11] 2:12; 21:19; 22:7; 45:21; 65:7; 66:13; 67:2; 77:23; 83:7; 85:7; 92:20
grabbed [3] 59:19; 60:2, 7
grabbing [1] 59:10
grade [3] 11:22; 40:5; 80:14
grading [1] 29:4
graham [87] 1:4; 2:6, 8; 4:15; 5:2; 6:22; 7:2; 8:19; 10:21; 11:5; 12:6; 15:5, 9, 15, 18; 16:21; 17:3, 17; 22:4, 19; 36:25; 45:7; 46:22; 47:1, 8; 49:2; 52:21, 24; 53:2, 19; 54:1, 6, 17, 21; 55:12, 18, 23; 56:12; 57:6, 21; 59:5, 6, 14, 16; 60:6, 9, 18; 61:10, 15; 62:3, 17; 63:7, 12; 64:23; 65:2, 8; 68:3; 69:3; 72:4, 13; 74:13, 23; 75:3; 76:3, 14, 20, 22; 77:1, 5, 11, 21; 79:14, 25; 80:3; 81:12, 17; 82:12; 83:11; 86:10; 88:9; 89:23; 90:1; 92:7, 23; 96:23; 98:6; 101:24
graham's [9] 22:1; 48:23; 49:2; 50:18, 22; 54:10; 67:10; 68:23; 81:9
granted [3] 48:7; 60:23; 66:8
granting [1] 71:9
greater [1] 21:14
grinding [1] 59:25
gross [1] 33:16
group [2] 29:6; 93:21
grubbing [33] 7:14; 28:22; 29:4; 30:9; 62:10, 14; 63:25; 64:2, 7, 10, 12, 14, 17; 65:9, 15; 66:14, 18; 67:14, 15, 21, 24; 73:7; 75:10; 76:5, 25; 77:1, 6, 10, 13; 78:19; 81:2; 95:4, 23
gte [7] 28:4, 10; 34:10; 43:2; 45:21; 48:8; 58:18
guard [1] 86:19
guide [1] 80:22
gulch [1] 27:19

gutter [6] 11:20; 12:5, 7, 15, 18; 29:10
guy [2] 80:18; 102:12
guys [2] 53:22; 75:20

- H -

h [2] 2:15; 94:10
h-10 [1] 94:14
half [6] 7:21; 10:12, 23; 15:4; 19:12, 13
halfway [2] 41:5; 86:23
halt [3] 17:23; 59:25; 74:20
hand [10] 3:19, 24; 6:17; 54:7, 14; 61:22; 86:3; 88:10; 101:22, 23
hand-outs [1] 4:22
handful [1] 55:15
handing [1] 4:11
handling [2] 16:1, 11
hanging [1] 41:19
haphazard [2] 40:19; 71:25
happen [10] 18:15; 40:11; 57:25; 58:1, 24; 81:23; 88:16; 89:18; 96:10, 14
happened [4] 39:12, 18; 59:4; 79:25
happening [4] 45:9; 70:25; 74:22; 75:2
hardware [1] 94:5
harp [1] 53:7
haul [1] 16:8
hailed [1] 22:6
hauling [1] 17:1
headed [1] 37:24
heading [1] 54:17
heard [9] 9:1; 16:18; 57:8; 67:13; 75:16; 77:14; 95:17, 20; 96:21
hearing [18] 2:19, 22; 3:2, 23; 4:4; 5:15; 6:5; 22:25; 23:5, 7, 10, 11, 13; 25:18; 69:22; 95:2; 102:19, 22
heck [1] 97:16
held [1] 85:22
help [5] 14:24; 22:3; 58:19; 66:4; 81:25
hence [2] 70:15; 87:18
hereby [3] 4:4; 22:25; 103:4
herring [1] 80:8
highlight [2] 25:14; 35:20
highlighted [2] 52:9; 90:14
highlights [2] 71:4; 89:6

hillsborough [1] 1:7
historical [1] 19:6
history [1] 9:24
hitting [1] 89:6
hold [2] 85:9, 13
hold-up [1] 93:11
holiday [1] 61:1
holidays [4] 60:4, 8; 61:8, 9
home [11] 17:4; 35:1; 47:10, 20; 50:23; 55:19; 57:1; 74:5; 91:11, 21; 92:4
horse [1] 102:7
hubbard [1] 2:12
hundred [5] 29:18; 49:18; 63:16; 80:15; 91:20
hypothetical [2] 51:2; 57:15

- I -

idea [1] 85:18
ideal [1] 72:3
identified [2] 5:23; 20:20
ignored [1] 87:8
imagine [1] 21:11
immediately [2] 30:8; 95:3
impact [18] 14:22; 18:22; 21:14; 35:11; 39:10; 40:23; 54:21; 62:19; 66:12; 67:1; 72:20; 75:13; 77:13, 17, 21; 99:13; 101:19
impacted [15] 26:9; 31:20; 37:12; 39:8, 21, 23, 24; 43:2; 45:14; 64:11; 72:13; 77:14, 19; 78:1; 91:8
impacting [1] 82:1
impacts [13] 16:23; 26:10, 11, 13; 29:17; 37:20; 42:2, 6; 59:22; 65:9; 81:2, 21; 102:14
important [3] 58:4; 66:1; 89:19
impractical [1] 83:16
impress [1] 97:24
inc [2] 1:4; 2:6
inch [2] 16:20; 19:13
inches [21] 7:21; 8:5; 9:9; 10:12, 14; 11:24; 12:8, 23, 25; 13:22; 15:7, 13, 15; 16:20; 19:12, 18; 20:20, 21, 24; 21:2
incident [1] 82:3
include [6] 7:16; 13:3; 17:15; 50:8; 62:12; 87:23

included [10] 12:19, 21, 22; 48:15; 49:6; 50:14; 62:13; 69:6; 87:7; 98:18
includes [1] 50:22
including [2] 4:2; 72:10
incorporate [1] 98:22
incorrect [1] 33:17
increase [1] 21:13
incurred [2] 92:11; 98:11
indeed [2] 49:14; 71:15
indeterminant [2] 79:5; 87:13
indicate [4] 9:22; 11:1; 26:25; 27:23
indicated [1] 28:6
indicates [1] 74:12
indication [1] 85:23
individual [1] 23:21
individuals [1] 3:16
inefficiencies [4] 38:10; 91:12, 16; 99:20
informal [1] 6:5
information [17] 4:7, 15; 5:9, 14; 6:3, 9, 25; 10:25; 20:3; 23:18; 32:15; 33:12; 35:23; 38:22; 60:23; 84:4; 102:12
infrastructures [1] 88:3
inherent [5] 28:17; 45:13; 69:21; 89:9; 91:15
initial [3] 30:13; 32:9; 73:20
initially [1] 34:16
initiated [1] 14:20
inlets [2] 84:22, 23
inspect [1] 10:18
inspectors [1] 7:23
install [7] 30:12; 33:1, 21; 35:4, 12; 53:4, 9
installation [9] 28:24; 29:3, 4, 5; 34:1, 21; 37:1; 40:2; 84:21
installed [5] 29:7, 11, 25; 33:7; 84:17
installing [8] 26:19, 20, 25; 28:10; 33:1; 34:17, 24; 65:12
instance [1] 45:16
instead [2] 28:14; 35:13
instructed [1] 5:22
instruction [1] 48:21
intent [4] 13:14, 16; 19:9; 86:22
intentions [1] 53:4
interconnect [2] 68:22; 69:12
interest [2] 47:13, 21
interested [1] 103:12
interfere [1] 68:16

interfering [1] 63:17
internal [1] 25:9
interpretation [11] 48:23; 53:14; 64:18; 70:2, 3; 76:1; 81:9; 87:18; 89:8; 95:19, 22
interpreted [1] 47:6
interrupt [1] 6:14
interruption [1] 26:6
intersections [1] 12:16
into [25] 3:14; 4:7; 20:10; 27:6; 29:17, 19; 30:5; 33:10; 42:6, 25; 52:4, 12; 63:15, 16; 64:10; 67:5; 68:20; 77:23; 79:6, 13; 83:11; 90:23, 25; 97:3; 98:22
introduced [1] 4:4
invoices [1] 15:2
involved [4] 8:15; 57:19; 86:19; 88:11
involves [1] 43:11
isn't [4] 16:16; 61:25; 87:12; 95:24
isolate [1] 90:10
isolated [2] 21:12, 14
issue [19] 6:23; 17:2, 3, 6, 18; 21:19; 25:22; 41:17; 43:15; 47:3; 49:20; 50:24, 25; 51:12; 52:20; 55:24; 57:9; 73:7; 80:2
issued [1] 41:15
issues [22] 7:3; 14:18; 16:25; 18:3, 5, 11; 42:15; 44:23; 46:5, 23; 49:23; 55:13, 14, 17, 23; 56:17, 20; 57:7; 74:15; 86:3; 93:6
item [13] 7:1, 17; 19:15; 21:24; 30:9; 32:20; 43:10; 62:14; 64:17; 84:1; 86:5; 88:17; 96:24
itemized [1] 80:20
items [5] 72:12, 13, 19; 73:11; 90:10
itself [3] 14:25; 69:22; 70:1

- J -

jack [6] 2:4; 28:9; 50:6; 73:10; 97:7; 102:8
james [1] 2:12
january [4] 41:14; 61:16; 65:25; 90:25
jerry [10] 22:4; 48:15; 59:3; 64:4; 67:13, 16; 77:16, 22; 92:13
jerry's [5] 51:11; 53:18; 54:5; 76:3; 92:17
job [74] 11:2, 3, 8;

12:17; 13:23; 14:9, 13, 16; 15:20; 16:6; 18:13, 14; 20:6; 22:5, 9; 25:20; 27:4; 31:15; 32:1, 2; 33:23, 25; 34:17, 19; 39:10; 40:25; 43:1; 44:11; 45:6; 46:3; 50:8; 51:19; 53:15; 55:21; 56:24; 57:2; 61:25; 62:3, 21; 63:1; 66:3, 16, 19, 20; 68:20; 70:17, 19; 71:16; 73:13; 74:6, 14, 22; 75:13; 77:12; 80:1, 11; 81:1; 82:22; 83:3, 6, 9; 88:1, 17, 25; 89:1, 15; 91:2; 93:20; 94:25; 96:20; 97:12, 15; 98:2 jobs [6] 7:18; 9:2; 10:16; 12:2; 16:19; 97:11 john [6] 2:4; 3:8, 11; 4:12; 5:7; 79:20 joint [7] 34:11; 44:3; 45:19, 22; 51:8; 68:21 jpa [2] 27:12; 72:10 judge [1] 5:20 judgment [3] 17:12; 22:7; 33:16 july [5] 26:16, 24; 41:25; 42:5; 63:1 jump [4] 37:10; 38:23; 53:8; 74:8 jumped [2] 38:2; 93:25 jumping [2] 38:10; 99:25 juncture [1] 100:5 june [4] 3:13; 5:1; 26:23; 27:20 justified [2] 91:21, 23	laid [2] 48:2; 70:20 landrum [1] 32:9 language [2] 18:4; 98:14 laning [1] 7:7 large [8] 1:21; 13:15; 14:1; 21:11; 34:5; 55:15; 84:7, 17 larger [2] 21:14; 43:12 last [8] 26:4; 71:5; 73:8, 10; 86:5, 14; 99:5 lastly [1] 73:5 late [11] 35:17; 38:20; 40:12, 13; 63:11, 22; 68:20; 71:19, 20; 72:19, 24 lately [1] 97:11 later [7] 51:20; 53:6; 54:13; 63:22; 73:2; 78:12; 80:1 laundry [1] 79:3 law [1] 100:22 lead [2] 12:7; 91:10 least [3] 18:1; 63:2; 70:6 leave [1] 44:1 left [1] 87:18 left-hand [1] 41:6 legalistic [1] 6:6 length [3] 11:14; 42:23; 66:16 leon [1] 103:3 less [4] 10:15; 20:13, 23; 83:14 letter [16] 39:11; 41:15; 51:18; 52:11, 24; 56:16, 23; 59:11; 67:16; 76:4; 79:14, 18; 81:14, 20; 82:3; 99:15 letters [6] 52:23; 53:18; 54:5; 71:3; 92:17, 21 letting [1] 70:8 levels [1] 29:18 liaison [1] 50:11 life [1] 16:9 light [2] 34:3; 69:20 likely [2] 9:11, 23 limits [2] 45:2; 48:1 line [21] 9:16; 26:20; 30:18; 33:8; 37:24; 39:22; 43:2; 44:7, 16; 69:14; 82:6, 9, 19; 83:20; 85:25; 90:8; 93:25; 96:24; 98:10 linear [1] 94:5 lines [17] 11:24; 30:14; 33:8; 34:9; 35:1, 5, 9, 12, 13, 14; 51:7; 65:13, 14; 69:10; 77:24; 78:4; 85:18 list [3] 16:6; 79:3; 92:19 listed [3] 7:1; 30:9, 10 listed [3] 7:1; 30:9, 10 literally [1] 33:20 little [9] 23:4; 26:9;	37:7; 50:3; 60:3, 24; 83:24; 89:23; 98:17 lo [1] 61:25 load [1] 49:22 loading [2] 8:16; 32:12 location [3] 1:7; 77:24; 82:2 logic [2] 49:23; 101:18 long [3] 44:20; 45:10; 79:2 longer [1] 100:13 look-ahead [1] 32:25 loop [1] 33:12 lost [1] 41:3 lot [24] 3:20; 21:24; 24:21; 29:23; 37:20, 22; 38:8, 10; 39:14; 40:7; 42:19; 44:3; 46:23; 55:10; 72:16, 19; 73:14; 89:5; 94:5; 95:12, 24; 98:14; 99:12 low [1] 10:8 lowered [1] 29:10 lowering [1] 11:21 lump [2] 7:16; 43:10 lump-sum [1] 19:15 lying [1] 96:1	march [2] 40:12; 103:13 marked [2] 5:10; 25:19 market [2] 16:2, 3 marty [15] 2:11; 5:5; 9:23; 22:15; 24:21; 32:2; 39:10; 44:20; 56:22; 60:16; 65:20; 70:16; 90:22; 92:13; 102:1 marty's [5] 31:18; 60:20; 90:2, 12; 100:22 material [16] 5:16; 8:16; 16:3, 4, 8, 12; 17:24; 20:4; 21:20, 22, 23, 24; 22:2, 3, 5; 56:11 materiality [1] 5:21 materials [1] 16:1 matt [1] 27:19 matter [4] 1:12; 5:19; 65:22; 97:19 mcgehee [1] 27:18 mckishnie [29] 2:11; 9:21; 10:20; 11:2, 4; 12:14; 13:9; 14:11, 14; 18:12; 20:11; 56:15; 64:8; 65:4, 10, 17; 71:6; 75:21; 76:16, 21, 24; 77:3, 8, 16; 78:13; 83:16; 84:5; 97:22; 101:10 meaning [1] 39:23 means [3] 48:7; 61:24; 79:1 meant [1] 86:16 measured [1] 101:21 measures [2] 72:23; 100:16 mechanism [2] 18:16; 98:11 mechanisms [2] 33:11; 40:16 meet [3] 23:1; 32:14; 82:17 meeting [12] 27:23; 32:4, 5, 18; 36:3; 37:4, 11; 51:13; 53:16; 92:13; 97:16; 102:13 meetings [10] 25:12; 32:22; 52:20, 22; 57:18; 80:23; 94:25; 95:25; 96:4; 97:10 member [2] 3:5, 12 members [2] 2:3; 3:11 memos [1] 67:9 mention [2] 57:8; 94:17 mentioned [7] 44:24; 46:4; 47:24; 48:8, 11; 56:3; 78:15 mentioning [1] 47:2 merely [3] 35:4; 45:23; 46:16 mess [1] 12:9 met [3] 27:17; 32:10;
- K -		- M -	
keep [4] 33:11; 44:11; 47:21; 51:15 kept [1] 68:5 key [2] 51:5; 58:24 kick [1] 90:23 kicked [1] 92:18 knock [2] 57:22, 23 knowledge [1] 31:22 known [4] 53:5; 54:12; 71:15; 84:4	letters [6] 52:23; 53:18; 54:5; 71:3; 92:17, 21 letting [1] 70:8 levels [1] 29:18 liaison [1] 50:11 life [1] 16:9 light [2] 34:3; 69:20 likely [2] 9:11, 23 limits [2] 45:2; 48:1 line [21] 9:16; 26:20; 30:18; 33:8; 37:24; 39:22; 43:2; 44:7, 16; 69:14; 82:6, 9, 19; 83:20; 85:25; 90:8; 93:25; 96:24; 98:10 linear [1] 94:5 lines [17] 11:24; 30:14; 33:8; 34:9; 35:1, 5, 9, 12, 13, 14; 51:7; 65:13, 14; 69:10; 77:24; 78:4; 85:18 list [3] 16:6; 79:3; 92:19 listed [3] 7:1; 30:9, 10 listed [3] 7:1; 30:9, 10 literally [1] 33:20 little [9] 23:4; 26:9;	m [3] 1:17, 18; 102:22 machine [2] 8:4; 34:3 made [14] 10:21; 24:3; 30:11, 21, 25; 31:6; 33:17; 49:5, 19; 74:16; 81:17; 88:24; 101:7, 8 magnitude [2] 11:14; 80:12 main [1] 34:11 maintain [1] 30:5 maintenance [4] 15:17; 21:20, 22 major [1] 87:12 majority [2] 34:23; 84:7 make [22] 3:22; 8:3; 9:4, 8; 23:23; 27:24; 38:20; 41:9; 45:25; 46:4, 16; 61:7; 68:19; 73:6; 78:22; 80:3; 88:8; 95:12, 14; 96:21; 99:23; 101:7 makes [1] 44:12 making [4] 31:14; 33:16; 55:6; 70:18 man [1] 102:13 managed [1] 34:19 managing [1] 40:21 mandate [1] 31:10 manhole [1] 84:15 manner [3] 6:5; 33:18; 94:4	m [3] 1:17, 18; 102:22 machine [2] 8:4; 34:3 made [14] 10:21; 24:3; 30:11, 21, 25; 31:6; 33:17; 49:5, 19; 74:16; 81:17; 88:24; 101:7, 8 magnitude [2] 11:14; 80:12 main [1] 34:11 maintain [1] 30:5 maintenance [4] 15:17; 21:20, 22 major [1] 87:12 majority [2] 34:23; 84:7 make [22] 3:22; 8:3; 9:4, 8; 23:23; 27:24; 38:20; 41:9; 45:25; 46:4, 16; 61:7; 68:19; 73:6; 78:22; 80:3; 88:8; 95:12, 14; 96:21; 99:23; 101:7 makes [1] 44:12 making [4] 31:14; 33:16; 55:6; 70:18 man [1] 102:13 managed [1] 34:19 managing [1] 40:21 mandate [1] 31:10 manhole [1] 84:15 manner [3] 6:5; 33:18; 94:4
- L -			
label [1] 4:14 labeled [1] 100:19 labor [1] 54:22 lack [3] 3:15; 31:22; 52:5 lady's [1] 3:17	letters [6] 52:23; 53:18; 54:5; 71:3; 92:17, 21 letting [1] 70:8 levels [1] 29:18 liaison [1] 50:11 life [1] 16:9 light [2] 34:3; 69:20 likely [2] 9:11, 23 limits [2] 45:2; 48:1 line [21] 9:16; 26:20; 30:18; 33:8; 37:24; 39:22; 43:2; 44:7, 16; 69:14; 82:6, 9, 19; 83:20; 85:25; 90:8; 93:25; 96:24; 98:10 linear [1] 94:5 lines [17] 11:24; 30:14; 33:8; 34:9; 35:1, 5, 9, 12, 13, 14; 51:7; 65:13, 14; 69:10; 77:24; 78:4; 85:18 list [3] 16:6; 79:3; 92:19 listed [3] 7:1; 30:9, 10 listed [3] 7:1; 30:9, 10 literally [1] 33:20 little [9] 23:4; 26:9;	m [3] 1:17, 18; 102:22 machine [2] 8:4; 34:3 made [14] 10:21; 24:3; 30:11, 21, 25; 31:6; 33:17; 49:5, 19; 74:16; 81:17; 88:24; 101:7, 8 magnitude [2] 11:14; 80:12 main [1] 34:11 maintain [1] 30:5 maintenance [4] 15:17; 21:20, 22 major [1] 87:12 majority [2] 34:23; 84:7 make [22] 3:22; 8:3; 9:4, 8; 23:23; 27:24; 38:20; 41:9; 45:25; 46:4, 16; 61:7; 68:19; 73:6; 78:22; 80:3; 88:8; 95:12, 14; 96:21; 99:23; 101:7 makes [1] 44:12 making [4] 31:14; 33:16; 55:6; 70:18 man [1] 102:13 managed [1] 34:19 managing [1] 40:21 mandate [1] 31:10 manhole [1] 84:15 manner [3] 6:5; 33:18; 94:4	

71:10
methods [1] 47:2
mid [4] 34:22; 38:20;
 40:13; 78:5
middle [1] 41:5
might [12] 12:14;
 16:23; 17:2; 19:13; 37:20;
 39:4; 44:19; 45:8; 47:6;
 52:4; 58:18; 102:11
mile [1] 83:7
mill [1] 8:2
milled [4] 8:16; 11:7;
 16:3, 7
millers [1] 22:3
millers [2] 15:21; 17:1
milling [21] 7:9, 17, 18,
 22; 8:1, 4, 9, 10, 11;
 11:15; 13:4, 7, 9, 24;
 14:25; 15:2, 3; 17:22;
 26:1; 64:15
mind [3] 51:10, 11, 15
minds [1] 47:22
minimal [1] 83:17
minimize [1] 72:23
minor [2] 32:13; 69:12
minute [2] 5:13; 25:15
minutes [4] 25:11;
 53:17; 75:22; 98:1
misrepresentation [1]
 87:1
missed [2] 44:19; 45:9
missing [3] 52:19;
 97:21; 99:7
misunderstanding [1]
 24:23
mitigate [7] 27:15;
 28:16; 35:11; 40:17;
 43:22; 49:11; 54:23
mitigated [1] 42:2
mitigating [1] 46:11
mobilize [1] 37:17
monetarily [1] 91:9
money [6] 41:11, 25;
 88:22; 92:15; 100:8, 21
monies [1] 8:5
month [4] 68:2; 78:12;
 90:21
monthly [1] 23:25
months [11] 26:17;
 38:19, 20; 63:2, 22; 75:6,
 7; 82:10; 91:6; 99:14
most [9] 9:11; 15:16;
 27:11; 34:19; 55:16; 56:7,
 8; 84:14, 24
mot [3] 8:13; 16:25;
 43:10
move [6] 69:10, 12;
 83:18, 21; 84:6, 10
moved [5] 45:25; 59:10;
 79:4; 85:25; 96:19
moving [2] 30:18; 71:17
multiple [1] 21:4

must [1] 34:7
mutual [1] 50:15
mystery [4] 33:5; 36:1;
 84:3; 85:20

- N -

n [2] 2:17; 3:1
naive [1] 87:3
naiveness [1] 88:13
narrative [4] 49:4;
 51:17, 25; 52:10
narrow [1] 72:8
nathanael [1] 2:7
naturally [2] 91:10, 19
nature [6] 12:3; 26:10;
 27:17; 33:24; 40:19;
 42:20
necessary [5] 5:19;
 24:16; 28:24; 30:4; 85:4
negotiated [2] 55:22;
 56:19
new [18] 13:8; 26:20;
 27:1, 6, 10; 28:10; 29:12;
 34:17, 24; 35:4, 12; 40:8;
 65:12, 14; 80:8; 84:16;
 85:4; 89:17
newly [1] 40:11
next [14] 15:6, 12; 23:1,
 12, 16; 36:5, 21; 41:21;
 60:2; 73:8; 81:19; 93:17,
 19; 97:17
nice [1] 49:17
nights [1] 29:23
nine [1] 15:10
nino [11] 29:17; 42:6;
 46:5, 6, 9, 15; 55:11;
 56:5, 9, 21
ninth [1] 38:12
nobody [2] 69:10; 80:19
non-jpa [1] 30:23
none [2] 46:13, 19
nor [3] 51:4; 103:9, 11
normally [1] 11:18
north [16] 7:4, 11; 11:8;
 13:12; 26:18, 21; 27:1, 4,
 5; 28:6; 36:6; 37:25;
 38:16; 66:20; 83:9; 94:4
nos [2] 2:20; 4:18
notary [1] 1:20
note [1] 23:12
noted [2] 43:14, 20
notes [7] 19:5; 35:21;
 38:25; 42:11; 53:1, 2;
 95:16
nothing [5] 30:16;
 49:13; 54:2; 56:6; 67:23
notice [16] 12:12, 13;
 49:10; 51:25; 53:4, 13;
 54:12; 59:8; 73:3; 78:8;
 79:16; 83:17, 18, 25; 84:5;

85:21
noticed [2] 27:14; 28:4
notification [1] 72:25
notify [1] 12:10
november [11] 38:13;
 59:10, 13, 16, 18; 63:20;
 65:24; 66:24; 90:15;
 100:1
number [34] 7:1; 10:8;
 25:20; 26:3; 28:21; 33:11,
 25; 35:15; 45:6; 47:17;
 48:22; 55:9; 57:11, 16;
 61:12; 67:7, 13; 71:11, 15,
 19; 72:12, 22, 23, 24;
 73:12, 15; 74:13, 18; 75:1,
 4; 82:12; 89:24; 98:25;
 102:11
numbered [1] 36:10
numbers [7] 60:20;
 61:18; 90:2, 6, 8, 9; 91:14
nutbrown [48] 2:4;
 3:2, 11; 4:1, 10, 14, 20,
 24; 5:5, 9, 13; 6:25; 8:17,
 20; 9:20; 10:16, 25; 11:3;
 12:4; 22:11, 15, 18, 20;
 24:2, 7, 14; 25:3, 15, 23;
 26:5; 56:2; 60:16; 62:5;
 63:4, 8; 73:8, 11; 85:3,
 10; 89:25; 97:6; 99:3, 10;
 102:1, 4, 8, 15, 18

- O -

o [1] 3:1
objection [1] 23:25
objections [1] 36:1
obligated [1] 101:13
occur [2] 79:16, 18
occurred [9] 46:7;
 48:16; 55:15, 16; 65:21;
 66:22; 68:13; 92:9; 97:10
occurring [2] 69:16;
 74:24
occurs [1] 79:19
october [4] 37:11;
 66:24; 93:19, 20
offer [2] 5:15; 6:14
offered [2] 5:21; 92:13
office [19] 1:24; 17:4;
 47:10, 20; 50:23; 55:19;
 57:1; 74:5; 91:11, 21;
 92:4; 100:15; 103:16
official [2] 53:3; 85:21
offset [1] 91:23
old [4] 9:17; 15:22;
 20:8; 53:10
once [5] 42:1; 69:12;
 82:7; 90:23; 101:7
ones [5] 18:6; 43:12;
 56:20, 21; 83:22
ongoing [1] 30:3

onto [2] 39:16; 43:7
open [7] 10:17; 23:11;
 70:2; 86:7; 87:18; 101:8
opening [1] 83:13
operation [3] 8:15;
 30:12; 66:19
operations [5] 13:25;
 44:25; 58:12; 68:7;
 102:13
opinion [2] 44:15; 80:7
opportunity [1] 92:4
oral [1] 3:22
order [12] 6:1, 12;
 28:16; 29:8, 11, 24; 30:1;
 35:10; 44:2; 82:17; 91:13;
 102:20
original [17] 18:3; 25:6;
 38:1; 39:19; 42:24; 43:14;
 53:25; 56:15, 23; 66:6;
 68:10, 17; 87:23; 99:9, 10,
 15
our [96] 3:13; 6:1; 7:1;
 8:13; 9:7; 15:22; 16:4, 6,
 14; 17:7, 21, 25; 18:8, 9;
 20:5; 21:13; 25:7; 27:12,
 22; 30:11; 31:8, 10, 16;
 32:9; 33:8, 10; 34:23;
 35:7, 11; 36:17, 19; 37:2,
 9, 13, 24; 38:1, 10; 39:8,
 12, 19, 25; 40:3, 8, 9, 21,
 23; 41:15, 20; 43:3, 14,
 16, 19; 44:9, 15; 45:25;
 46:13; 47:21; 49:5, 6, 9,
 14; 51:10; 53:4, 21;
 58:22; 64:8; 68:14, 16;
 69:16, 19; 71:23; 75:25;
 77:8; 79:6; 80:14; 81:4;
 82:13, 19; 83:25; 84:1;
 85:19; 92:16; 95:7, 9, 10,
 15, 19; 97:24; 98:10, 19;
 99:13; 101:3
out-falls [1] 29:19
outlined [1] 65:19
outstanding [1] 56:17
overall [5] 10:12; 86:3,
 13; 87:1; 88:7
overhead [13] 17:5;
 18:24; 47:10, 20; 55:20;
 57:1; 68:24; 74:5; 78:17;
 91:11, 21; 100:15, 19
overrun [1] 14:15
oversight [1] 55:3
oversize [1] 38:3
overview [1] 7:2
own [4] 53:14; 82:17;
 87:8; 92:16
owner [1] 62:6

- P -

p [3] 1:18; 3:1; 102:22

package [13] 7:1; 15:3; 24:5; 38:2; 46:14, 20; 47:1; 50:2; 54:13; 76:2; 81:10; 94:9; 99:10 packet [1] 5:1 page [11] 2:18; 5:2; 28:21; 29:1; 30:7; 36:9, 15; 41:21; 42:8; 54:19 pages [2] 36:10; 48:22 paid [6] 7:13; 21:23, 24; 56:13; 57:6; 74:13 paragraph [4] 49:8; 50:10, 19; 81:19 paragraphs [1] 81:19 paraphernalia [1] 23:15 park [1] 1:15 parks [1] 21:7 part [29] 14:1, 15; 15:2; 16:6; 23:25; 25:8, 13, 17; 31:5; 32:5, 6; 38:1; 39:4, 11; 43:7, 8; 45:25; 46:19; 50:1, 7; 55:16; 56:23; 64:16; 65:4; 80:5; 86:20; 87:4; 88:22; 101:16 particular [14] 7:5, 13; 8:15; 9:3, 18; 13:16; 32:11; 37:23; 53:2; 59:12; 70:22; 71:17; 90:11; 100:2 parties [8] 5:15, 22, 25; 32:18; 54:8; 71:16; 88:11; 103:9 parties' [1] 103:10 partnering [6] 25:8; 32:2, 4, 7, 18; 73:17 party [3] 4:6; 6:14; 25:7 pass [4] 8:3; 13:24; 15:25; 23:22 passes [1] 21:5 past [3] 37:5; 39:1; 48:21 path [1] 74:21 pattern [1] 80:11 paul [1] 32:9 pause [2] 41:8; 44:21 pavement [4] 16:18, 19; 17:12; 29:13 paver [1] 16:4 paving [1] 11:15 pay [10] 7:17; 21:23; 59:2, 20; 60:22; 62:14; 64:17; 90:9, 10, 17 paying [2] 11:6; 91:23 payment [3] 17:17; 18:2; 88:23 pending [1] 12:11 people [5] 31:22; 39:15; 40:10; 43:11; 97:12 percent [9] 41:1, 11, 12, 13, 23; 49:18; 80:15;	83:5; 91:20 percentage [1] 82:13 perfect [1] 72:3 perform [7] 19:23; 37:16; 39:7, 17; 40:12, 23; 64:19 performance [2] 52:5; 101:13 performed [3] 24:1; 25:6; 32:13 period [36] 57:10; 59:5, 20; 60:2, 4, 24; 61:13, 20; 62:20; 63:5, 8; 65:19, 24; 66:2, 23; 70:24; 71:1; 72:17; 75:11, 25; 76:2, 9, 11; 81:24; 82:10; 90:4, 5, 14, 16, 17, 20; 92:2; 100:13; 101:25; 102:21 permanent [1] 39:17 perplexed [1] 37:7 person [2] 3:17, 22 personally [1] 73:25 perspective [2] 16:13; 21:13 pertinent [2] 5:16; 6:15 phase [22] 28:5, 6, 7, 12, 14; 29:2, 6, 7, 8; 31:2, 3; 35:7; 39:11, 13, 18, 23; 40:9, 10; 75:1; 79:4; 98:16 phased [2] 15:20; 28:5 phases [2] 88:2; 98:20 phasing [1] 70:7 photo [1] 62:23 photograph [1] 26:15 photographs [5] 23:20, 22; 24:7; 26:14, 23 physical [1] 82:8 pick [1] 75:11 picture [2] 52:17; 54:9 pictures [1] 78:4 piecemeal [5] 29:25; 38:8; 40:7, 15; 44:8 pile [1] 22:9 pin [1] 89:4 pipe [7] 38:11; 39:25; 44:2; 55:3; 90:19; 91:12; 99:25 place [5] 1:15; 23:6; 61:19; 70:24; 72:17 placed [2] 39:15; 57:5 plan [4] 32:7; 48:2; 70:20; 88:7 planned [15] 27:11; 30:12, 15; 31:2; 33:1, 13; 35:7; 37:19; 38:9; 40:23; 41:12; 42:23; 44:16; 100:3, 12 planning [3] 33:3, 14; 35:24 plans [20] 9:22; 11:1;	12:22; 19:5; 21:16; 27:8; 28:4; 29:2; 31:13, 16; 36:17; 42:24; 70:7, 8, 11; 71:12, 13; 82:23; 84:2; 88:17 plaster [1] 11:24 please [7] 3:17, 23; 6:17; 19:1; 23:12; 56:3; 62:6 plenty [1] 83:25 plus [1] 61:13 point [34] 6:15; 9:24; 11:9; 24:19, 20; 26:8, 25; 33:20; 37:21; 41:9, 19; 46:4, 13, 16; 48:9; 51:10; 53:7, 23; 55:6; 58:4; 61:17; 64:9; 66:1; 68:19; 76:1, 6; 84:5; 92:2; 94:24; 99:23; 100:4, 14, 22; 101:22 points [5] 23:23; 25:14; 70:18; 73:6; 78:21 pole [21] 33:21; 34:5, 21; 37:24; 45:15; 53:9; 54:13; 59:9, 12; 77:24; 82:9; 84:6, 10, 15; 85:9, 13, 25; 94:16; 100:1 poles [51] 26:20, 22; 27:1; 30:18; 34:18, 19, 24; 35:4, 13; 40:21; 43:2; 45:22; 48:2; 53:8; 65:12, 14; 68:21; 69:1, 9, 11, 13, 14; 70:19, 20; 71:17; 73:14; 77:22; 79:3; 80:19, 20; 82:7, 12, 14, 16, 20; 83:19, 21; 84:16, 17, 20; 85:4, 5, 16, 25; 93:25; 96:18 policy [2] 24:21; 98:19 pond [15] 16:5; 21:21; 27:9; 28:23; 33:7, 8, 9; 36:16; 37:1, 13, 14; 82:8; 83:1, 9 ponds [8] 28:23; 29:4, 5, 17; 30:5; 46:18; 83:11, 12 poor [1] 3:16 portion [3] 65:10; 77:9; 91:22 portions [2] 12:6; 86:13 pose [1] 19:3 position [2] 9:8; 10:9 positive [1] 88:3 possession [1] 25:13 possible [5] 23:3; 44:5; 46:1; 96:6, 9 possibly [1] 68:20 post [2] 1:24; 103:16 potential [2] 27:15; 96:14 power [5] 35:10; 45:15;	48:2; 62:7; 78:17 power's [1] 78:16 practical [1] 84:8 precast [1] 34:1 precasting [1] 38:5 preceded [1] 78:19 precedent [2] 11:5; 78:16 preceding [1] 4:4 precons [1] 57:18 preconstruction [4] 28:19; 36:18; 80:16; 84:1 presence [10] 17:10, 15; 50:8; 54:18; 57:2, 6; 74:14, 16; 76:12; 79:20 present [6] 2:14; 6:13; 33:25; 49:16; 58:10; 66:3 presentation [10] 17:14; 22:21; 44:18; 50:22; 51:14; 67:9, 11; 69:6; 74:4; 87:3 presentations [1] 3:23 presented [6] 4:21; 46:23; 47:3, 9; 51:4; 75:18 pretty [10] 8:23; 11:16; 20:12; 32:4; 42:4; 44:18; 61:17; 70:23; 75:2; 89:2 previous [2] 50:24; 74:14 previously [1] 4:8 primarily [2] 6:9; 12:16 prime [1] 7:5 prints [1] 24:14 prior [11] 9:2; 19:22; 26:17; 29:8; 34:20; 62:17; 65:5; 67:22; 70:8; 90:14, 17 private [1] 30:2 privy [2] 48:14; 79:24 probably [18] 17:7; 21:10; 44:24; 47:18; 48:24; 50:5, 11; 55:16; 60:2; 61:6, 8; 71:5; 73:18; 74:23; 75:4; 83:5; 92:10; 98:8 problem [19] 11:23; 27:15, 16, 24; 28:9, 12, 13; 30:3; 38:11; 39:2; 44:24; 60:10; 79:9; 93:12, 22; 96:8, 14, 22 problems [9] 7:25; 33:10; 36:7, 23; 37:3, 18; 39:3; 64:21; 97:20 proceed [2] 33:18; 37:9 proceeded [1] 28:24 proceeding [2] 5:24; 6:12 proceedings [3] 6:4, 8; 103:6 process [1] 88:6
---	---	---	--

processed [2] 14:8, 21
 produce [1] 5:18
 production [2] 34:15; 82:19
 productive [1] 82:11
 profiles [2] 48:3; 70:21
 progress [10] 32:22; 38:18; 39:22; 41:1, 23; 71:22; 72:11; 77:20; 95:25; 96:20
 progresses [1] 84:9
 projects [13] 7:4, 6, 12, 19; 9:8, 12; 14:6, 23; 16:8; 19:7; 35:10; 87:16; 98:19
 promised [1] 31:15
 proof [1] 42:17
 properly [1] 5:23
 property [1] 30:2
 provide [5] 33:12; 51:25; 85:21; 88:3; 89:20
 provided [3] 17:17; 20:3; 55:11
 provisions [2] 6:10; 50:3
 public [1] 1:20
 pudding [1] 42:17
 pull [2] 53:9; 82:9
 pulled [1] 69:1
 pulling [4] 77:24; 82:16, 20; 86:12
 punch [1] 16:6
 purpose [3] 22:2; 86:18; 87:12
 purposeless [3] 87:9, 10, 13
 pursue [3] 18:10; 55:18; 57:21
 pursuing [1] 58:5
 pursuit [1] 72:2
 pushing [1] 61:25

- Q -

quadrant [1] 83:5
 qualified [1] 56:16
 quantified [2] 47:2; 54:21
 quantify [1] 100:18
 quantity [1] 13:15
 quantum [1] 17:14
 quarter [1] 83:7
 question [9] 3:19; 19:3; 56:2; 60:19; 62:5; 66:21; 75:22, 24; 82:21
 questions [8] 22:12, 23, 24; 95:2; 97:8; 99:4; 102:9, 16
 quick [2] 71:8; 82:1
 quickly [3] 23:3; 46:1; 86:25

quite [3] 19:20; 21:7, 8
 quizzing [1] 90:7
 quoted [1] 86:15
 quoting [2] 86:9; 88:10

- R -

r [1] 3:1
 rain [2] 29:20; 55:10
 rainfall [1] 42:12
 raise [4] 3:19, 23; 6:17; 11:25
 ramifications [1] 92:19
 ran [2] 33:10; 90:20
 range [8] 9:14, 17; 10:14, 22, 24; 21:9; 56:16
 rate [3] 8:2, 3; 82:20
 rather [2] 9:25; 10:6
 rcp [1] 33:2
 re [1] 1:12
 reach [1] 101:13
 reaching [1] 42:13
 reaction [1] 97:20
 read [12] 13:20; 15:8; 17:7; 35:22; 49:15; 50:10, 20; 71:4, 11; 79:23; 80:1; 97:3
 readdressed [1] 25:17
 reading [5] 23:14; 78:25; 79:12; 86:17; 94:11
 ready [2] 90:18
 real [1] 71:8
 reality [2] 89:3; 97:5
 reason [7] 49:21; 60:19; 61:6; 71:22; 75:4; 78:6; 92:7
 reasonable [19] 9:8, 10, 16; 10:6, 10; 16:17; 17:13; 19:18, 22; 20:12; 48:7; 52:7; 53:15; 56:13; 64:18; 71:23; 72:23; 73:3; 75:5
 reasonableness [2] 10:1; 52:1
 reasonably [2] 10:4; 18:19
 reasons [3] 49:21; 72:15; 90:7
 rebuilding [1] 7:8
 rebuttal [9] 6:14; 17:7; 22:22; 31:18; 75:15; 86:6, 7, 12, 25
 receipt [1] 73:2
 receive [1] 5:23
 received [6] 4:18; 5:1, 12, 14; 11:7; 24:9
 recently [2] 80:4; 87:17
 recognize [5] 3:20; 6:18; 41:17; 100:25; 101:5

recollection [3] 12:17; 19:14; 29:18
 reconstructed [1] 19:12
 reconstruction [3] 13:6, 10; 15:24
 record [5] 4:7; 25:13; 33:15; 42:13; 103:7
 records [3] 52:25; 59:2, 20
 recoup [1] 98:10
 recover [1] 8:8
 recovery [2] 46:11; 56:10
 red [1] 80:7
 refer [2] 32:1; 99:21
 reference [5] 19:6; 81:16; 89:11; 94:12; 98:16
 referenced [2] 13:12; 98:3
 referencing [1] 76:3
 referring [2] 86:5, 8
 reflected [1] 91:2
 regarding [2] 6:10; 80:8
 regards [2] 11:17; 91:24
 reinforced [1] 26:20
 reiterate [1] 100:4
 reiterates [1] 54:11
 reiterating [1] 16:14
 relate [2] 66:4; 70:7
 related [5] 14:9; 17:18; 21:1; 46:10; 82:3
 relates [1] 25:20
 relating [1] 23:16
 relation [1] 75:24
 relative [2] 103:8, 10
 relevance [1] 5:21
 relevant [1] 24:11
 relocate [4] 35:19; 51:7; 68:23; 80:19
 relocating [1] 35:13
 relocation [34] 27:4; 28:3, 15; 30:16; 31:11; 45:15, 18; 52:3; 63:6; 64:3; 66:6; 67:1, 11; 68:7, 14; 70:1, 11; 71:9; 72:14; 74:11; 76:16; 78:15, 18; 87:6, 11, 16; 89:22; 94:1; 95:11; 96:7; 97:23; 98:14, 24; 101:15
 remaining [2] 15:23; 56:20
 reminders [1] 92:21
 reminds [1] 86:14
 removal [4] 10:11; 16:7; 62:12; 64:16
 remove [2] 15:22; 46:14
 removed [3] 17:24;

66:16; 100:1
 replacing [1] 19:19
 reply [2] 8:20; 43:18
 report [3] 36:4; 99:21; 103:6
 reported [3] 1:19; 38:14; 93:20
 reporter's [1] 6:1
 reporters [1] 1:23
 represent [1] 67:8
 representative [1] 99:17
 representatives [1] 27:18
 represented [2] 16:19; 98:3
 request [2] 4:1; 56:25
 requested [1] 96:9
 requesting [1] 17:4
 require [3] 7:16; 13:24; 77:6
 required [5] 6:6; 11:15; 15:25; 46:18; 101:20
 requirement [1] 27:16
 reserved [2] 18:9; 55:18
 residual [1] 26:11
 resolve [3] 41:18; 43:15; 95:13
 resolved [3] 26:12; 38:11; 56:18
 resources [2] 67:23; 100:12
 respects [1] 89:20
 responded [2] 49:25; 64:25
 respondent [1] 6:13
 response [6] 33:15; 36:19; 54:5, 6; 70:18; 90:2
 responsibility [1] 70:10
 responsive [2] 85:12; 97:13
 rest [2] 8:13; 15:16
 restricted [1] 43:13
 resubmittal [2] 49:25; 50:1
 result [1] 71:12
 resurface [1] 11:21
 resurfaced [2] 9:24; 20:9
 resurfacing [4] 7:18; 8:24; 11:17; 19:7
 retain [1] 5:24
 revenue [5] 90:3, 4; 91:1, 2, 9
 reversal [1] 86:18
 review [2] 75:18; 90:13
 reviewed [1] 75:18
 reviewing [1] 86:24
 revise [1] 101:14

revised [3] 42:3; 53:21;
80:4
revision [1] 53:23
revisions [1] 89:17
right-of-way [3] 66:15;
77:19; 84:18
rip [1] 72:1
risk [1] 9:4
risks [1] 10:7
risky [1] 20:12
road [13] 11:18, 22;
12:4; 29:9; 35:6, 11;
40:11; 43:2, 7, 8; 58:11;
82:7; 94:1
roads [1] 7:8
roadway [11] 7:20;
13:19; 15:23; 27:10; 35:7;
39:17; 40:3, 5, 6, 8; 62:13
roadways [1] 64:16
roebuck [17] 2:4; 3:8;
12:10; 22:14, 23; 24:10;
20; 25:21; 26:22; 36:9;
41:3, 9; 54:19; 60:13;
63:21; 97:9; 102:10
root [2] 45:3; 47:23
roughly [6] 9:14; 47:11;
52:4; 74:2; 76:8, 10
rules [1] 6:7
run [1] 60:24
running [1] 84:23
runs [1] 30:13
rural [3] 12:18; 16:15;
20:24

- S -

s [1] 3:1
s-43 [1] 82:24
s-50 [1] 82:2
sake [1] 6:16
salvage [1] 35:14
sam [1] 27:18
sanchez [54] 2:11;
4:12; 5:7; 8:22; 13:6, 10;
16:13; 20:8; 21:18; 22:17;
21; 24:25; 44:22; 45:22;
46:21; 47:15; 53:24;
54:18, 20; 56:7, 24; 57:13;
59:8, 15, 19; 60:7, 11, 15;
61:2, 13, 17; 62:9, 15, 20;
63:5, 11, 13, 24; 64:25;
66:1; 67:7, 19; 68:19;
70:17; 71:8; 73:9, 12, 22,
25; 74:2; 78:21; 79:20;
92:1; 102:3
sat [1] 55:21
saves [1] 35:13
savings [1] 100:24
saw [1] 85:16
scale [1] 34:4
scenario [9] 12:20;

20:2; 45:19; 47:7; 51:3;
57:17; 58:25; 75:14, 17
scenarios [1] 19:17
schedule [96] 23:6;
25:20; 28:3, 15, 20; 30:11,
16, 20; 31:3, 8, 10, 11;
32:6, 12, 14, 15; 38:5;
39:12; 40:9; 41:11, 23;
42:2, 3, 10, 18; 49:2, 7, 9;
50:9, 13; 51:23; 52:10, 16;
53:18, 19, 21, 22; 54:7;
58:2; 64:22; 66:7; 67:1;
68:8, 14, 17; 69:21, 22, 25;
70:1, 6; 72:24; 73:16;
74:7, 10; 79:2, 5, 12, 21;
80:5, 20; 81:21; 82:1, 17;
85:17; 87:11, 14; 88:10,
14, 16; 89:12, 21; 91:13,
25; 92:16, 18; 95:9, 10,
11; 96:20, 23; 97:4, 23;
98:22, 24; 100:6, 16, 21;
101:1, 3, 12, 14, 15, 16
scheduled [4] 69:3;
73:1; 76:17; 86:10
scheduler [1] 32:10
schedules [8] 50:14;
58:3; 70:12; 78:18; 87:16,
24; 89:18; 98:14
scheduling [3] 25:9, 24;
89:9
schwab [1] 51:18
scope [1] 57:3
score [1] 26:1
second [18] 8:3; 9:21;
13:24; 15:25; 17:14; 36:2,
12; 38:15; 47:7; 49:22;
52:20; 56:15; 71:5; 72:16;
86:19; 88:21; 92:2; 93:9
secretary [1] 3:6
section [8] 3:4; 13:3;
16:16; 52:9; 67:21; 70:22;
71:4
sections [2] 12:15; 19:6
seeking [1] 8:12
seem [2] 10:13; 94:21
seemed [1] 34:18
seems [3] 86:25; 93:11;
97:21
sell [1] 16:9
send [3] 5:25; 49:12;
92:20
sense [5] 23:14; 87:10,
13; 95:12, 14
sent [1] 94:10
sentence [1] 50:19
separate [9] 6:23; 7:17;
14:6; 18:3; 21:23; 30:14,
20; 42:15
september [17] 26:24;
52:23; 53:1; 54:11; 59:9,
18; 63:20; 65:24; 66:24;
72:25; 82:3; 90:15; 91:4;

94:14, 15; 99:25
sequence [2] 33:13;
100:2
series [2] 26:19; 29:7
serious [2] 89:2; 97:20
seriously [1] 29:21
serve [1] 3:12
serves [2] 86:18; 87:11
session [1] 73:17
set [4] 37:1; 48:18;
86:22; 93:2
setting [1] 89:1
settle [1] 14:17
settled [1] 18:10
settlement [1] 18:5
seven [2] 69:3; 75:1
several [2] 23:20; 45:24
sewage [1] 36:15
sewer [2] 36:25; 53:4
shall [3] 5:17, 20; 50:13
sheath [1] 85:4
sheet [12] 4:17, 23; 5:3,
7; 32:24; 50:12; 73:6, 7,
9; 99:17, 19, 22
sheeting [1] 34:14
sheets [4] 32:21; 48:3;
50:5; 84:1
shield [2] 85:7, 8
shift [10] 27:21, 24;
39:14, 18, 23; 40:10, 13,
14; 43:3, 7
shifted [2] 37:12; 39:15
shifts [2] 40:16; 43:9
shocking [1] 69:11
short [1] 63:8
shortest [1] 102:21
shortly [1] 60:7
shoulder [1] 41:20
shouldn't [3] 59:17;
84:2, 9
show [16] 10:21, 23;
20:6; 21:17; 26:24; 27:8;
42:7; 63:15; 90:3, 12;
91:14; 96:11; 97:15, 17,
18; 99:13
showed [1] 84:12
showing [3] 41:10, 13;
52:10
shown [1] 45:12
shows [11] 15:6; 26:18;
34:3; 41:1, 23; 48:8;
60:17; 90:25; 91:8; 92:25
shut [2] 44:11; 61:8
side [9] 10:17; 11:8, 20;
35:6; 37:25; 38:2; 43:1;
93:25; 94:6
sidewalk [2] 84:19;
85:1
signal [1] 68:22
signed [3] 18:9; 32:23;
33:4
significant [5] 29:17;

51:6; 58:9; 72:6; 74:4
similar [3] 7:11; 21:8,
10
simmons [45] 2:5; 3:5;
13:3, 7; 14:4, 7, 13, 19,
24; 15:6, 12, 16; 21:1, 16;
22:13, 22; 24:12; 26:3;
36:13; 41:5; 62:23; 63:1,
14; 65:6; 66:4, 25; 67:3;
70:16; 81:6, 13; 82:21;
83:2, 8, 12; 84:11, 22;
85:1; 92:25; 93:5, 10;
94:8; 99:5, 11; 102:15, 17
simple [3] 23:23; 75:22,
23
single [3] 4:17, 23; 5:2
site [12] 8:7; 10:3; 13:1;
20:1, 8, 10, 19, 22, 24;
38:4, 7, 9
sites [1] 28:23
sitting [2] 68:11; 81:5
situation [5] 78:20;
89:2, 12, 14; 102:14
six [4] 23:2, 7; 47:12;
74:18
sixth [1] 37:10
sixty [1] 15:5
sizable [1] 16:7
skinniest [1] 98:24
skip [1] 50:3
slip [1] 42:9
slowest [1] 40:3
slows [1] 34:14
small [5] 4:25; 22:9;
34:2; 43:7; 82:13
smaller [4] 6:23; 21:13;
43:12; 55:3
so-and-so [1] 84:7
sole [1] 5:20
somewhat [3] 52:19;
83:16; 87:3
soon [2] 44:4; 96:9
sooner [2] 67:25; 92:10
sorry [5] 36:4, 14; 50:3;
54:16, 20
sort [3] 18:17; 82:2;
92:19
south [21] 7:4, 12; 27:2,
21, 25; 28:7, 11; 29:9;
36:6; 38:16; 43:1; 66:19;
82:22; 83:2, 4, 6, 10;
93:24; 94:2, 4
speak [2] 12:14; 47:25
speaking [2] 3:18;
13:13
spec [1] 88:21
special [1] 50:3
specific [13] 30:18;
77:3, 23; 78:9; 79:3;
85:24; 96:24; 98:19, 20;
99:20, 21
specifically [12] 18:6;

<p>27:8; 28:22; 29:3, 6; 33:2; 35:5; 64:20; 86:6, 9; 87:5; 100:17 specification [2] 32:14; 71:2 specifications [7] 20:1; 50:9; 71:7; 80:5, 8; 92:22; 101:11 specified [2] 9:22; 12:24 specify [1] 13:9 specs [2] 19:16; 89:10 speed [3] 34:1; 35:16; 97:7 spent [2] 29:23; 37:21 split [1] 42:21 spoken [1] 44:19 spread [5] 5:7; 21:11; 99:16, 19, 22 stage [1] 86:22 standard [1] 101:20 standpoint [1] 45:13 stapled [1] 4:22 start [34] 6:21, 22; 8:22; 24:20; 25:1; 30:4; 34:20; 35:17; 36:20; 40:3; 62:7; 9; 63:1, 25; 64:2, 22, 24; 65:9; 68:6; 71:21; 76:14; 77:5, 6; 78:11, 12; 80:10; 81:3; 86:4; 93:23; 94:11; 95:8; 99:1, 18 started [22] 7:22; 12:5; 26:16; 54:15; 61:5; 62:18; 19; 63:2, 7; 64:9, 20; 65:3; 66:19; 68:4; 77:11; 78:12, 14; 81:1, 3; 93:1, 21 starting [10] 36:6; 37:8; 50:10; 62:18; 76:1, 4; 77:14; 83:9, 12; 94:25 starts [1] 65:20 state [7] 1:2, 3, 21; 2:3; 3:3; 35:11; 103:2 stated [3] 36:16, 17; 39:10 statement [8] 10:22; 79:1, 13, 15; 86:20; 89:2; 96:22 statements [3] 52:11; 86:13; 96:10 states [1] 81:17 stating [3] 76:4; 86:9; 87:6 station [2] 82:25; 84:6 status [1] 41:16 statutes [1] 3:4 stay [1] 68:14 stayed [1] 82:18 steel [1] 26:19 stipulate [1] 64:13 stipulated [3] 28:14; 64:3, 5</p>	<p>stockpile [4] 16:5, 7; 22:2, 8 stockpiling [1] 21:20 stop [1] 61:20 stopped [2] 88:25; 89:3 stopping [1] 89:15 storm [11] 15:23; 35:24; 36:15, 25; 39:4; 40:2, 4; 43:4, 25; 44:5; 53:4 straight [1] 82:19 strain [1] 27:1 street [2] 28:1; 35:5 stress [1] 58:4 stretch [1] 35:2 strictly [3] 6:7; 8:6; 99:24 string [1] 94:4 structural [2] 13:8; 19:13 structure [4] 33:21; 34:6; 37:23; 82:9 structures [16] 28:25; 29:5, 7; 30:5, 13; 33:2; 34:1; 37:2; 38:4, 6; 46:17; 82:5; 83:8; 84:14; 95:8; 100:3 stub-outs [1] 43:25 stubbed [1] 44:1 study [1] 24:24 stuff [8] 25:16; 34:13; 44:4; 57:5; 89:5; 94:3, 22; 95:24 subcontract [1] 8:1 subcontractor [1] 8:1 subjectivity [1] 65:20 submission [1] 47:9 submit [6] 51:17, 21, 24; 80:9; 88:9; 101:1 submits [1] 89:12 submittal [17] 28:21; 32:6, 9; 43:21; 49:2, 22; 50:9, 18; 51:15; 52:16; 53:25; 54:2; 61:22; 72:18; 73:20; 80:7; 92:9 submittals [4] 24:21; 25:5, 7; 80:15 submitted [23] 4:2, 8; 16:24; 17:10; 23:19; 28:20; 32:15, 20, 22; 39:19; 46:22; 53:22; 54:25; 75:14, 15; 76:3; 80:20, 21; 89:9; 92:8, 10; 97:4 submitting [3] 32:8; 51:20; 80:12 subsequent [1] 44:17 subset [1] 66:2 substantial [1] 45:16 such [5] 5:15, 18; 28:19; 87:22; 88:9 suddenly [2] 12:8; 80:17</p>	<p>sufficient [1] 50:10 sum [2] 7:16; 43:10 summaries [2] 42:11; 94:11 summarize [1] 99:15 summarized [1] 99:6 summary [11] 40:20; 41:4; 71:24; 73:5, 6; 81:11; 86:2; 93:13, 14; 94:9 summer [2] 29:16; 40:14 superintendent [1] 51:19 supervisions [1] 8:14 supplemental [11] 11:7; 13:14, 15, 17, 20; 14:2, 4, 13, 19; 18:6; 56:4 supposed [4] 28:5; 40:11; 62:9; 68:6 supposing [1] 24:2 surprise [2] 32:16; 84:9 surprises [1] 51:22 switch [2] 39:11; 75:2 switched [2] 15:21; 17:24 switches [2] 42:22; 43:12 sworn [3] 3:24, 25; 23:13 system [4] 28:11; 29:25; 68:22; 83:14 systems [4] 27:10; 29:11; 30:14; 38:9</p> <hr/> <p>- T -</p> <hr/> <p>tab [9] 48:24; 50:5, 6; 54:16, 19; 71:5; 73:8, 10; 81:7 table [2] 3:16; 18:7 tack [1] 20:16 tallahassee [3] 1:16, 24; 103:17 tampa [4] 30:7; 37:15; 87:6; 93:10 target [1] 18:20 teco [102] 26:2, 18, 25; 27:18, 20; 30:16; 31:1, 4; 32:3; 33:21; 34:5, 16; 40:20; 45:5, 11, 22; 48:8, 9, 12, 20, 25; 49:1, 5, 13, 16, 17; 50:8, 17, 25; 51:4, 6, 9, 11, 21; 52:14, 18, 21; 53:5; 54:3, 6, 12, 18; 55:14, 17, 24; 57:8; 58:21; 59:5; 60:4; 61:19; 62:3; 63:9, 15, 22; 65:19; 66:3, 17; 67:15, 20; 68:20, 21; 69:8, 15, 16, 18, 21; 70:4, 17, 18, 24; 71:15, 16;</p>	<p>72:17; 73:1, 13; 74:9, 15; 75:25; 76:6, 14; 77:14, 15; 78:8, 16; 79:2, 6, 20, 25; 80:17, 20; 83:18; 84:6; 87:12; 88:14; 94:13; 95:6; 96:2, 6, 23; 97:14; 101:20 teco's [8] 52:4; 68:3; 69:1, 24; 72:14; 76:12; 77:19, 22 temporary [1] 39:14 ten [1] 69:3 tentative [2] 25:19; 28:20 term [1] 3:13 testify [1] 52:14 testimony [2] 5:16; 103:7 thank [2] 5:4; 47:15 theirs [2] 24:22; 72:9 themselves [3] 21:16; 69:11; 101:11 theory [1] 72:20 therefore [2] 9:10; 49:6 thereof [1] 52:6 thereto [1] 4:3 they've [5] 46:12; 49:14, 15, 19; 74:16 thick [4] 8:5; 11:10; 15:15; 94:10 thickness [23] 6:23; 7:20, 24; 8:2; 9:17, 23; 10:14; 11:6, 12; 12:1, 11, 22, 24; 16:15, 18, 20; 17:12; 19:2, 5; 20:14, 23; 21:13, 17 thicknesses [4] 9:14; 19:21; 20:7; 21:6 thinking [5] 48:19; 51:16; 54:15, 16; 67:17 third [7] 3:12; 36:24; 50:5, 6, 11; 54:16, 19 third-person [1] 86:1 thirsty [1] 75:20 thirty [3] 51:20; 63:16; 80:1 though [1] 21:6 threatened [3] 41:16; 42:18; 100:10 threatening [2] 92:17, 20 three [22] 4:13; 7:21; 9:9; 10:11, 22; 15:4; 16:5; 19:8, 12, 17; 29:7; 30:9; 37:13; 39:1; 40:10; 50:5; 63:2; 69:4, 13; 72:22 three-inch [3] 16:14; 17:12; 20:9 three-quarters [1] 9:15 throughout [1] 65:23</p>
---	---	--	--

ticking [1] 64:9
 tight [1] 84:20
 timely [1] 92:9
 titled [1] 71:6
 today [6] 6:19; 23:6;
 24:17; 56:21; 81:5; 95:20
 together [2] 74:8, 9
 tony [4] 16:18; 20:16;
 70:18; 98:2
 top [5] 11:21, 25; 12:8;
 69:9; 84:20
 topics [1] 101:9
 topo [1] 70:20
 topped [1] 69:13
 total [7] 8:10; 13:10;
 15:1; 47:11; 77:18; 82:14;
 91:2
 totally [1] 57:15
 toward [2] 72:11; 74:25
 traffic [21] 15:17, 21;
 17:23, 24; 19:22; 21:21;
 27:7; 29:2; 31:12, 16;
 39:11, 14; 40:12, 14, 15;
 42:22, 24; 43:3, 9; 75:1;
 84:2
 transcript [2] 6:1;
 103:6
 transfer [5] 35:4, 9;
 51:25; 65:14; 85:18
 transferred [1] 34:25
 transferring [2] 65:13;
 94:3
 transmission [16]
 26:22; 27:19; 30:19;
 34:18; 35:1; 36:3; 45:17;
 48:12; 63:4; 65:13, 14;
 77:22; 78:3; 81:4; 85:4,
 17
 transmittal [3] 52:10;
 53:11; 78:23
 transpired [1] 53:14
 transportation [5] 1:9,
 15; 2:10; 3:7, 10
 trees [5] 66:15; 77:19,
 25; 78:1, 9
 trench [2] 34:11; 85:8
 trenching [1] 44:3
 triple [1] 16:11
 trouble [1] 67:3
 truck [1] 15:19
 trucking [1] 16:1
 true [1] 103:7
 trump [5] 31:10; 44:25;
 47:24; 48:6; 62:2
 trumps [1] 52:8
 trunk [9] 30:13; 33:8;
 34:9; 37:24; 39:22; 44:16;
 82:6, 9
 tuesday [1] 1:13
 tug [21] 44:24; 45:16;
 46:4, 23; 47:2, 7, 18, 23;
 48:7, 11; 51:13; 52:13;

55:2; 56:9; 57:8; 59:11;
 64:4; 67:8; 72:8; 74:3;
 84:12
 tug's [3] 52:23; 71:3;
 72:24
 turn [4] 9:13; 31:19;
 50:2; 97:5
 turned [3] 32:25; 100:6,
 14
 twelfth [1] 38:23
 twice [1] 53:20
 two-lane [1] 7:8
 two-month [1] 39:24
 two-part [2] 25:22
 two-week [2] 32:25;
 53:13
 tying [1] 86:2
 tyler [1] 53:17
 type [3] 20:2; 31:14;
 58:6
 typical [6] 6:4; 11:19;
 13:3; 19:6; 20:24; 34:4
 typically [1] 12:18

- U -

ultimately [2] 58:10;
 72:18
 unable [1] 16:10
 under [14] 3:9; 7:14;
 19:22; 27:12; 28:14; 29:2;
 36:17; 42:23; 43:10; 47:9,
 19; 78:22; 84:23; 94:9
 underground [3] 62:4;
 68:24; 72:10
 underlying [1] 44:22
 undermines [1] 70:25
 understand [4] 14:7,
 24; 49:16; 81:25
 understanding [5]
 5:19; 12:21; 17:9; 18:8;
 49:14
 understood [4] 18:11,
 12; 21:25; 32:17
 undertake [1] 18:18
 unforeseen [1] 89:14
 unfortunate [1] 37:17
 unfortunately [1]
 86:15
 unique [1] 78:20
 unless [3] 23:24; 50:15,
 20
 unreasonable [2] 9:19;
 13:22
 unrelated [3] 17:18;
 55:13, 24
 unusual [4] 19:4;
 27:17; 78:17
 upcoming [1] 88:12
 updates [1] 89:17
 upon [3] 32:17; 39:9;

98:21
 urban [1] 16:16
 urban-type [1] 11:19
 us [27] 3:21; 6:17; 8:5;
 10:10; 11:16; 19:22; 25:3,
 16; 26:17; 28:13; 31:12;
 33:17; 38:18; 41:10; 50:7;
 51:22; 58:19; 59:8; 64:8;
 68:15; 75:16, 18; 76:7;
 91:24; 92:3, 14; 98:11
 users [3] 45:19, 22;
 51:8
 usually [1] 23:2
 utilities [12] 15:23;
 31:2; 33:25; 34:6; 44:4,
 6, 8; 57:19; 75:6; 80:24;
 88:6; 101:25
 utilities' [2] 67:1;
 101:12
 utility [54] 23:16;
 25:12; 27:12; 30:15;
 31:23; 32:22; 35:15, 21,
 22, 23; 36:12, 24; 37:10;
 38:12, 23; 40:7; 45:1;
 47:25; 50:13, 15, 21;
 51:13; 52:21; 53:1, 16;
 54:12; 58:9, 14; 62:6;
 66:6, 11, 12; 70:1, 11;
 71:8, 12; 72:6, 11; 73:24;
 80:22, 23; 87:12; 88:6;
 89:21; 93:2; 94:20; 95:21,
 25; 97:10, 23, 25; 98:12,
 15; 102:11

- V -

vacation [1] 61:6
 vague [4] 31:11; 70:1;
 87:22; 98:25
 value [2] 16:2; 47:16
 varied [1] 7:24
 variety [1] 14:17
 various [2] 12:16; 55:23
 vary [1] 7:21
 verbal [1] 80:25
 verbiage [1] 77:4
 versus [5] 22:8; 41:24;
 43:12; 100:8, 21
 via [1] 74:14
 view [2] 16:14; 45:3
 views [1] 17:11

- W -

w [1] 2:4
 wait [4] 44:5; 75:6;
 96:1, 17
 waiting [5] 64:6, 15;
 65:16; 88:14, 19
 walk-throughs [1]

37:22
 want [15] 16:4; 22:16;
 57:22; 58:4, 19, 22; 63:11;
 74:8, 11; 78:11; 80:3;
 96:7; 100:7; 101:5, 6
 wanted [9] 5:6; 25:14;
 32:12; 54:7; 60:1, 21;
 72:4; 75:3; 96:8
 wants [2] 19:16; 57:21
 warner [2] 45:20, 21
 warning [1] 33:17
 wash [1] 100:18
 washouts [1] 56:11
 water [2] 34:10; 46:18
 way [38] 15:7; 20:21;
 40:21; 45:24, 25; 49:6, 11,
 13, 18; 51:21; 53:8, 10,
 15; 58:22; 59:13; 63:10;
 66:11, 20; 69:16; 73:1;
 78:9; 79:12; 81:8, 18, 22;
 82:13, 19; 84:8, 14; 88:16;
 89:16; 95:7, 15, 18, 21;
 96:18; 97:1; 100:7
 we've [14] 12:2; 20:5;
 29:14; 37:12; 48:25; 49:5;
 57:24; 74:13; 80:21; 89:5;
 92:10; 93:6; 95:9; 102:10
 weather [2] 55:10;
 76:9
 wedges [1] 39:15
 weekends [1] 29:23
 weeklies [1] 63:14
 weekly [8] 40:20; 41:4;
 80:23; 93:2; 94:9, 11, 25
 weeks [7] 23:2, 7;
 32:21; 39:1; 53:6; 54:13;
 73:2
 weeks' [1] 83:17
 well-known [1] 96:4
 west [1] 43:1
 whereupon [5] 3:25;
 4:18; 5:12; 24:9; 102:22
 whole [9] 10:15; 23:14;
 69:14; 74:16; 77:17; 80:7;
 86:24; 95:12; 102:14
 wholeheartedly [1]
 49:17
 whomever [1] 45:1
 wide [2] 70:2; 80:11
 widening [1] 39:16
 willing [1] 51:23
 window [2] 39:24;
 84:18
 winthrop [61] 2:7; 4:9,
 11, 22; 5:4; 12:13; 14:21;
 15:20; 17:20; 19:11; 21:3,
 6; 23:20; 24:6, 16; 25:5,
 25; 26:7, 23; 36:10, 14;
 41:4, 10; 46:13; 47:14;
 53:21; 57:12; 59:18;
 62:12, 25; 63:19; 64:5, 13;
 65:12; 67:17, 20; 69:8;

73:20, 23; 74:1; 78:3, 25; 82:5, 24; 83:4, 15, 25; 84:16, 25; 85:2, 6, 8, 12; 93:4, 9, 24; 95:24; 98:18; 99:9, 12; 102:6 wish [2] 4:7; 41:18 witnesses [1] 3:25 wondering [1] 23:22 words [4] 45:1; 53:3; 87:9; 98:15 work [132] 7:13, 15; 17:25; 25:19; 26:8, 17; 27:4, 8, 12; 28:1, 20; 30:12, 15, 22; 31:2, 3, 8, 12; 32:20, 21; 34:15, 23; 35:19; 36:5, 17, 21, 22; 37:4, 5, 9, 16, 17, 19, 24; 38:6, 19, 21; 39:7, 8; 40:7, 24; 43:3, 11, 16; 44:2, 10, 14, 16; 47:3; 49:6; 51:5, 6; 53:2, 10; 54:22; 56:8, 11; 57:4, 24; 58:11, 16, 22; 59:2, 21, 25; 60:1; 61:19; 62:4, 11, 16, 22; 63:2, 4, 9; 64:7, 10, 20; 65:10; 68:4, 11, 15, 16; 69:14, 16; 70:23; 71:12; 72:3, 10, 11, 12, 16; 73:1, 14; 74:10, 18, 20, 22, 24; 75:6, 16; 76:6, 17; 77:9, 20; 78:16, 18; 81:5; 84:1, 8, 9; 87:19; 88:12, 18; 89:22; 90:13, 18; 91:5; 92:1; 93:18; 94:16; 96:5, 11; 98:22; 101:19, 25 workdays [4] 67:7, 12; 76:19; 78:14 worked [7] 24:18; 31:9, 21; 33:20; 37:22; 61:10; 90:1 working [38] 7:3; 26:12, 18; 27:2, 3; 31:25; 33:3, 6, 9; 35:25; 36:6; 38:11, 15, 16, 22; 43:13; 44:13; 45:7; 48:4; 49:1; 50:9; 52:18; 55:3; 63:6, 15; 67:5; 68:1, 11; 82:15; 83:13; 84:3; 93:20, 23; 96:5, 13; 98:4 worst [1] 19:17 worth [8] 47:3, 4; 54:22; 55:4; 56:17; 59:21; 90:17; 91:5 wraps [1] 44:18 write [1] 79:18 writing [3] 72:25; 79:17; 94:22 written [2] 19:16; 20:21 wrong [3] 19:14; 49:9; 61:4	wrote [1] 79:14 - X - x [2] 2:17; 13:4 xerox [1] 24:12 - Y - year [3] 3:13; 29:18; 41:25 years [2] 8:25; 29:15 yours [1] 81:8 zero [1] 91:19
---	--