

Comments Received From Industry Review

Rick Johnston

COMMENTS: Is the reference to a Dispute Review Board sufficient to indicate that is the method the contractor has to take for further resolution beyond the engineer? Do we have to specifically direct the contractor to use a DRB for resolution in this case?

Thank you, Rick.

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Gene Strickland

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Time: 12:56:08 PM

Comments:

Contract time should automatically be granted if the Contractors operations are suspended by the Engineer pursuant to a declared state of emergency. The Engineer should have no discretion in the matter. This time is not foreseeable at the time of bid nor is it "factored" in to the contract time.

Bob Graham

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Comments:

I believe the sentence, "Further, in such instances, the Department..." is unnecessary. The Contractor already has the ability to take disputes of this nature to the DRB. Adding the phrases "clear and convincing evidence" and "without any reasonable factual basis" would seem to indicate that the Department's decision should never be overturned. The same evidence that is normally submitted by the Contractor should suffice and then the Department would present their position for the board to review and render a fair decision. BG

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Comments:

8-7.3.2 Contract Time Extension...The proposed addition is "No additional compensation will be made for delays caused by delivery of materials or component equipment." Not only does this appear to be taking unfair advantage of known statewide shortages of almost all basic materials needed for roadway construction, it will do nothing but add to the Department's anxieties with relation to rising unit prices. Contractor's don't like risk...we charge for it. As the Department becomes increasingly sensitive to the unprecedented material escalations Contractor's are experiencing and passing on in our bids, Specification changes/additions such as this will add to problem. This is not a good addition to the Specification if the Department is trying to control/limit price increases.
