STATE ARBITRATION BOARD

Order No. 4-2001

///**NOTICE**// FM 238728-1-52-01
Proj. 36080-3601

In the case of Anderson Columbia Co., Inc. versus the Florida Department of Transportation on Project No. 36080-3601 in Marion County, Florida, both parties are advised that the State Arbitration Board Order 4-2001 has been properly filed with The Clerk of the State Arbitration Board on February 27, 2001

John W. Nutbrown
Chairman & Clerk, S.A.B.

S.A.B. CLERK
FEB 27 2001
FILED

Copy of Order & Transcript to:

Bill Albaugh, Highway Operations

T. H. McRae, President, Anderson Columbia Co., Inc.

STATE ARBITRATION BOARD

Order No. 4-2001

RE: Request for Arbitration
Anderson Columbia Co., Inc.
State Project No. 36080-3601 in
Marion County, Florida

The following members of the State Arbitration Board participated:

John W. Nutbrown, Chairman
Freddie Simmons, Board Member
John P. Roebuck, Board Member

Pursuant to a written notice, a hearing was held on a request for arbitration commencing at 1:00 PM, Tuesday, February 27, 2001.

The Contractor, Anderson Columbia Co., Inc., presented a written request for arbitration of its claim in the total amount of $62,372.87. The claim arises out of direction by the Florida Department of Transportation requiring, the Contractor to remove certain unsuitable material from within the roadway and backfill as directed on SR 40 . The Department of Transportation presented a written rebuttal and summary of its position. The Board has considered the written submissions and the testimony and evidence presented at the hearing on February 27, 2001 and enters this Order Number 4-2001.

ORDER

The Board is unanimous in this decision.

The record reflects the Contractor was requested to submit a price for the removal of approximately 700 M2 of unsuitable material within the roadway and backfill the area. The original price for the extra work as submitted by the contractor was reviewed by the CEI (Keith & Schnars). Because the parties were unable to reach an agreement the CEI issued a Unilateral Payment document and directed the Contractor to proceed immediately. The original proposal was based on the work taking 15 days and later reduced to 12 days based on a 10-hour workday. The CEI stated the work could be completed in 8 days based on 8 hour work days. The actual time to complete the work was 4 calendar days. An offer of settlement was made by the Department and declined by the Contractor.

The Department is ordered to compensate the Contractor in the amount of $17,500.00 including interest at the statutory rate since May 5, 2000.

This amount is the same amount as the offer of settlement made by the Department on September 29, 2000.

The Department shall reimburse The State Arbitration Board $113.00 for court reporting costs.

STATE ARBITRATION BOARD

Order No. 4-2001

Lake Worth, Florida

Dated: February 27, 2001

John W. Nutbrown
Chairman & Clerk

Freddie Simmons, P.E.
Board Member

John P. Roebuck
Board Member

Certified copy:

John W. Nutbrown
Chairman & Clerk

S.A.B. CLERK
FEB 27 2001
FILED

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 4 & 5-2001
State Project Number 36070-3514 &
36080-3601
Marion 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
10780 Anderson Lane
Lake Worth, FL. 33467-5464
Phone (561) 433-4535 **FAX (561) 433-8136**

COPY

March 26, 2001

Mr. T. H. McRae, President
Anderson Columbia Co., Inc.
P.O. Box 1829
Lake City, FL. 32056-1829

Re: Arbitration Board Order 4 & 5-2001
State Project Number 36070-3514 &36080-3601
Marion County

Dear Mr. McRae:

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

NOTICE OF ARBITRATION HEARING

TO: **George Gilhooley** **Title:** District V Director (Operations)
Florida Department of Transportation

TO: **Richard Rountree** **Title:** **Engineer / Estimator**

Contracting Firm: **Anderson Columbia Co., Inc.**

Mailing Address: **Post Office Box 1829, Lake City, FL. 32056-1829**

Re: **State Project No. 36080-3601**
Location of Project: SR-40 at County Road 314, Marion County

Each of the above parties is hereby given notice that a hearing before the State Arbitration Board will be held in reference to the claim submitted on the above referred project in accordance with the following:

DATE: February 27, 2001 **TIME: 2:00 PM (To Be Heard Second)**

LOCATION: Florida Transportation Center Building
1007 Desoto Park Drive, Tallahassee, FL.
(On South side of Lafayette Street about ¼ mile East of DOT Headquarters Building)

The Claimant has advised that they **will** __ **will not** XX be represented by counsel at the hearing.

THE CONTRACTOR WILL HAVE THE FOLLOWING PERSONS PRESENT AT THE HEARING:

Name:	Title:
T.H. McRae	**President, Anderson Columbia Co., Inc**
Stewart Carroll	**Estimator & Project Manager, Anderson Columbia Co., Inc**
Richard Rountree	**Estimator / Engineer, Anderson Columbia Co., Inc.**

THE CONTRACTOR HAS REQUESTED THAT THE DEPARTMENT OF TRANSPORTATION HAVE THE FOLLOWING PERSONS PRESENT AT THE HEARING:

Name:	Title:
John Graves	**Resident Engineer, Leesburg & Ocala, Florida Offices**
Lorie Wilson	**District Support Engineer**
Willis Philbeck	**Project Engineer, Keith & Schnars**

NOTE; ALL EXHIBITS PRESENTED AT THE HEARING SHALL BE SUBMITTED IN QUADRUPLICATE

DATE: January 22, 2001 **SIGNED:** _____
John W. Nutbrown
Chairman, S.A.B.

3. All Board Members
Catherine Wilkinson & Associates

12/21/2000

COPY

STATE ARBITRATION BOARD

10780 Anderson Lane Lake Worth, FL 33467-5464
Phone: (561) 433-4535 FAX: (561) 433-8136

MEMORANDUM

DATE: January 22, 2001

TO: Mr. George Gilhooley
District V Director of Operations
Florida Department of Transportation

COPY

FROM: John W. Nutbrown, Chairman

RE: REQUEST FOR ARBITRATION OF A CLAIM ON:

STATE PROJECT NO: 36080-3601
PROJ ECT LOCATION: SR-40 at County Road 314, Marion County
CONTRACTOR: Anderson Columbia Co., Inc.

The State Arbitration Board has received the attached Request for Arbitration of a Claim from the Contractor for the above subject projects.

A hearing has been scheduled on **February 27, 2001**in Tallahassee. You will receive a Notice of Hearing stating the exact time set for this hearing no later than twenty one (21) days prior to the hearing date.

NOTE: In accordance with the procedures adopted by the State Arbitration Board, the Department of Transportation must submit its primary rebuttal exhibit, including a summary of their position, directly to the Contractor and to each Member of the Board so that it is received not less than ten (10) days prior to the date of the hearing. Verbal testimony and simple exhibits may be submitted during the hearing. All exhibits submitted during the hearing shall be in quadruplicate, except a single copy of contract plans, specifications, supplemental specifications and special provisions and pay quantity calculations will be permitted.

THE DEPARTMENT OF TRANSPORTATION IS REQUESTED TO MAKE AVAILABLE AT THE HEARING FOR EXAMINATION BY THE BOARD A COPY OF THE CONTRACT PLANS.

SAB MEMBERS

John W. Nutbrown
10780 Anderson Lane
Lake Worth, FL 33467-5464
Phone: 561/433-4535
Fax: 561/433-8136

Freddie Simmons, P. E
State Highway
Department of Transportation
605 Suwannee Street MS 57
Tallahassee, FL 32399-0450

John P. Roebuck
2922 Hawthorne Road
Tampa, FL 33611
Phone: 813/839-5526
Fax: 813/839-5526

12/21/00

36070-3514.

CONTR

PAVEMENT REMOVAL —
5000 % OVER —

2-9-01

NUMEROUS PUNCH LIST ITEMS -
DOT DEALT W/ SUB-CONTRACTOR ON PAVE REMOVAL.

DOT

11/19/98 PRE-CONST
160 DAYS. TIME 1-04-99 START.
127 DAYS BEFORE START —

{ NO MILLING IN CROSSOVERS
PAVING AFTER FACT. —

ORIG 2.419.492
2.529.421

529.421
419.492
110,929

2.419.500/110,929

PERSONALITY CONFLICTS — BOTH CONTR & DOT

PLANT — IN OCALA - PERMIT PROBLEMS -

36080-3601 →

4-3.2 SA's —

$134,561.87 CORRECT AMOUNT —
43 DAYS UNILATERAL AGREE.
ACTUAL DAYS - 4 - PRORATED
DOT DOES NOT DENY —

~~20,000 + INTEREST~~
17,500.00 INCL INTEREST -

STATE ARBITRATION BOARD
STATE OF FLORIDA

ANDERSON COLUMBIA CO., INC.	)	
	)	
	)	
	)	
	)	PROJECT NO. 36080-3601
- and -	)	
	)	LOCATION: Marion 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 2:21 p.m.
Concluded at 2:45 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 ANDERSON COLUMBIA CO., INC.:

Mr. Richard Rountree
Mr. Ted McRae
Mr. Stewart Carroll
Mr. Kevin Kirby

APPEARING ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION:

Mr. John Graves
Mr. Alan Bryant
Mr. Willis Philbeck
Mr. Tim Lattner
Ms. Lorie Wilson

* * *

I N D E X

EXHIBITS	PAGE
Exhibit No. 2 in evidence	4
CERTIFICATE OF REPORTER	19

1 P R O C E E D I N G S

2 CHAIRMAN NUTBROWN: Being that we have the same
3 people involved in this project as we had in the
4 previous one, we will not reswear everyone. When the
5 court reporter is ready, we will proceed.
6 Okay, Richard, are you going to make the --
7 MR. ROUNTREE: Unfortunately, yes.
8 CHAIRMAN NUTBROWN: Have at it.
9 MR. ROUNTREE: We have another project in Marion
10 County at State Road 40 and County Road 314 that we
11 were involved in, and on.
12 On February 4, 2000 we had already been working.
13 We had placed the widening strips along the roadway,
14 which was asphalt based. They noticed cracking in the
15 base. This may have been the day before.
16 On February 4 Mr. Philbeck wrote us a letter and
17 requested a proposal from us that unsuitable material
18 had been found in the roadway and they needed a
19 proposal from us to correct this matter.
20 On February 9 Mr. Stewart Carroll answered
21 Mr. Philbeck, and from there on we have a litany of
22 letters going back and forth, back and forth.
23 We have one, two, three, four times that
24 Mr. Philbeck wrote us, please go back to work, we are
25 going to issue a fair and equitable, unilateral, issue

1 this, issue that.

2 CHAIRMAN NUTBROWN: Let me interrupt you. Does

3 either party have any additional documents in this case

4 that they want to present to the Board as additional

5 exhibits?

6 MR. ROUNTREE: Well, this time line I would like

7 to present to you. I'm sorry.

8 CHAIRMAN NUTBROWN: All right. That will be

9 noted as Exhibit 2.

10 (Whereupon, Exhibit No. 2 was received in evidence.)

11 MR. ROUNTREE: As noted in the time line on 3-7

12 we received a letter from Mr. Bill Downs of the

13 Department bringing to our attention our position of

14 the time on that project.

15 Now, that letter was received in our office -- it

16 took 11 days for this return receipt certified mail

17 letter to get to our office. Mr. Stewart Carroll and

18 myself answered Mr. Downs saying we have received your

19 letter addressed to Mr. Stewart Carroll. This is item

20 number 18 in your book, sir. It's dated March 7, 2000.

21 On this date March 20, first, why does it take

22 13 days for a letter to travel from De Land, Florida,

23 to Ocala, especially since the letter was sent

24 certified.

25 Then we go on and point out all this

1 correspondence that we've just been through, that we've
2 never received a written authorization to go to work, a
3 written authorization that protects our rights.
4 The next day we got one. On the 21st we got a
5 unilateral agreement from Mr. Downs in the amount of
6 some $76,000, thereabouts.
7 We had quoted $134,000. We went and did the
8 work.
9 We went back and forth, back and forth. We met
10 on September 27th -- earlier we met, tried to get a
11 settlement. FDOT offered us a settlement for the
12 differential on the 26th of September of 2000, offered
13 us $16,000. We turned the offer down on the 29th and
14 asked -- said we were going to arbitration.
15 On December 20, 2000 we received the unilateral
16 document in our office.
17 One thing I'd like to point out at this point.
18 We are required by the contract to pay our bills. We
19 are required to pay our laborers. They are required to
20 pay me. We have to pay for our materials.
21 If we don't turn in that proper paperwork, we
22 don't get paid, yet the Department chose not to send
23 this $16,000, which we don't accept, until nearly three
24 months after the offer is made, and nearly seven or
25 eight months after the work is performed. We don't

1 quite understand that.

2 But what we would like to point out, this

3 previous job that we've talked about, the Department

4 said we were slow. On this job they were slow.

5 On February 4 we got a letter from Mr. Philbeck

6 of Keith and Snares. From February 4 to March 21 is 47

7 days. From February 9 when Mr. Stewart Carroll

8 responded to March 21 is 43 days.

9 We couldn't do anything. We didn't know what to

10 do because we had no paperwork to protect our rights to

11 know that we were going to get paid.

12 We had quoted them. They didn't like the quote.

13 They said go to work. We can't go to work.

14 Then we met after the job was over and tried to

15 reach an agreement. We couldn't reach an agreement so

16 here we sit.

17 Stewart, your turn.

18 MR. CARROLL: Well, you pretty well covered.

19 I don't know what I can add. Anything you see?

20 MR. ROUNTREE: No. One thing I will add. We met

21 in the Ocala office to try to resolve this issue, the

22 Ocala residency office. It's in documents, we had

23 prepared a quotation for the down time of our asphalt

24 plant.

25 Mr. Graves brought to my attention that I had

1 charged them wrong. I had charged them at a hundred
2 percent of the plant. I said, well, that could be true
3 and that could not be true. Standby should be at 50
4 percent.
5 In the 1999 specification booklet, which this job
6 is under, under Section 4-3.2 I believe it is, it
7 refers to all supplemental agreements and all extra
8 work and so forth and so forth. The text of this
9 subarticle does not apply to a delay claim.
10 So, we were delayed on this project. So, I think
11 we were both in error that the plant could be charged
12 any way that we bring forward, sir.
13 CHAIRMAN NUTBROWN: Mr. Rountree, I see in the
14 package you have a breakdown of your claim. Where do
15 you have a breakdown other than the lump sum
16 difference?
17 MR. ROUNTREE: That's in the correspondence.
18 Item number 6 was the first letter written by
19 Mr. Stewart Carroll, which is $131,000.
20 The engineer -- the Department answered him, said
21 that's way too much, justify this.
22 When Mr. Stewart Carroll went in and justified
23 his document, he had an error. The actual number is
24 $134,000. That's later shown -- the actual number is
25 $134,561.87.

1 If you will go to item 12 you will see Stewart's
2 breakdown.
3 Basically what it is is we are here asking for
4 the difference between what the Department authorized
5 in a unilateral agreement of some $76,000 and the quote
6 of $134,000, plus interest since that time, plus
7 arbitration costs.
8 MR. SIMMONS: It's 134 --
9 MR. ROUNTREE: 561.87 is the correct number, sir.
10 134,561.87. We feel we are due that. We did not delay
11 the job. We didn't design the job. We were ready to
12 go to work.
13 In fact, in a lot of our negotiations we said
14 look, Mr. Department, if you will step up to the plate
15 we won't charge you for the calendar days. We will
16 base it on working days, 32, to try to resolve this
17 issue. They chose not to do that. They chose to offer
18 us $16,000.
19 Where they come up with the numbers, they say
20 they've gone through the dailies and our work force and
21 so forth. The quote was refused. They directed us to
22 go to work. We are here for the differential.
23 It took 43 days to get the unilateral after we
24 shut down. And we only got it after we addressed the
25 issue to Mr. Downs in the district construction office

1 saying we've never been given any documents to proceed
2 with the work. We've been told to go to work, that
3 there's documents forthcoming, but we don't have it in
4 hand.
5 CHAIRMAN NUTBROWN: Do you have anything else?
6 MR. ROUNTREE: No, sir.
7 CHAIRMAN NUTBROWN: Does the Department have
8 rebuttal?
9 MS. WILSON: We don't deny we encountered
10 unsuitable material on that project. What happened is
11 we went out there, started work. Yes, they started
12 compacting the material, found out we couldn't get
13 density. Yes, it started cracking.
14 When that happened, Willis called me. I talked
15 to the designer. Within the next day we had a decision
16 on the correction we was going to make.
17 Then we asked Anderson to give us a price, which
18 they did a week later.
19 In reviewing the price, the days that they came
20 up with were astronomical to do that actual amount of
21 work.
22 We sat down and said, look -- first of all they
23 gave us a letter that had just a basic lump sum. It
24 was broken down very little. We asked for a breakdown.
25 When we received the breakdown was when we realized how

1 many days they were asking to do the work.

2 We said, okay, fine, if it's going to take you

3 this many days, we will pay that.

4 It didn't take that many days. They started back

5 to work on April 4, starting the correction work. They

6 were finished with that correction work by April 7. So

7 in reality it only took them four days to do the actual

8 work itself.

9 What we took is the numbers they gave us, based

10 it on the actual days of work it took them to do it and

11 come out with the number.

12 Now we are not saying that it didn't take us some

13 time. The problem we had was it was like a safety

14 funded-type job. It did take us some time to encumber

15 the funds. There's where your time lapse is there.

16 You know, we felt like they kind of drug their

17 feet a little bit. Yes, we might have drug our feet a

18 little bit, also. It didn't take the amount of time

19 that they've got in their proposal for the work to

20 actually do the work so why should we pay the $134,000

21 for the work when it only took them four days to do it,

22 and we used their numbers.

23 CHAIRMAN NUTBROWN: Do you have anything else?

24 MS. WILSON: No.

25 MR. LATTNER: It basically comes down to the one

1 issue of they are asking for what they estimated to do
2 the work and what we are paying for what it actually
3 took, and plus we are paying the 16 days for the idle
4 asphalt plant which was half time.
5 They are saying it took 47 days to do it. Yes,
6 it took 47 days. We granted them 49 days plus we
7 granted another 14 days for mobilization later on.
8 We've covered everywhere we were slow. We granted them
9 the time. We compensated them everywhere we could.
10 It was based on actual hours worked plus all the
11 mark-ups per the specs plus the 16 days for the asphalt
12 plant which they never actually requested. They just
13 kind of had that in a letter saying they could provide
14 that if needed.
15 We went ahead and gave that to them in a
16 good-faith effort to try to settle this claim. They
17 didn't accept it, so we are here today.
18 CHAIRMAN NUTBROWN: Mr. Roebuck, do you have any
19 questions?
20 MR. ROEBUCK: In that lump-sum item that 134,000
21 or whatever it was, you only had six and a half days in
22 your schedule to perform the work, and they readjusted
23 that 130,000 to 70,000 based on four days. Where am
24 I confused here?
25 MR. PHILBECK: They had more days than that. It

1 was originally 27 days, then they agreed to cut it down
2 to 12 days.
3 MR. ROEBUCK: I just see that item, delay
4 charges.
5 MR. SIMMONS: Six and a half is what is in that
6 134 figure.
7 MR. LATTNER: That 134 figure is incorrect. If
8 you look at our backup spread sheet figures, they are
9 the correct numbers. They had an impact to another
10 project. I'm not sure where they were getting those
11 numbers.
12 In their numbers for their labor was under
13 equipment, and equipment was under labor. You had the
14 mark-ups wrong there. For hourly rates those numbers
15 were wrong. They had like $107 per hour, which that's
16 obviously wrong.
17 So if you look at our backup on that one spread
18 sheet where we broke it down comparing it --
19 MS. WILSON: Section 1.
20 MR. LATTNER: Their actual estimate should have
21 been --
22 MR. SIMMONS: In those numbers on the removal of
23 ABC three base both of you had 700 square meters, but
24 under unsuitable material you all had 420 and they had
25 700. What was the difference there?

1 MR. PHILBECK: That was the time it took them.

2 MR. SIMMONS: This is actually the amount of

3 excavation?

4 MR. KIRBY: When we encountered the unsuitable

5 material due to we were cutting out right beside the

6 roadway, we had an option at that point whether to

7 continue working, put a barrier up and so forth and so

8 on because we weren't sure of how much and for what

9 length of period we were going to incur this bad

10 material, where the material was going to end, and so

11 forth.

12 As a result of a time frame, it was naturally the

13 most time it would take preparing it to put the

14 material in versus the actual placing of the new

15 material, that is where the time frame became an issue.

16 Whatever days it was, initially, versus what it

17 actually took, there was no way for us to actually know

18 what we had until we opened up that material. That's

19 where there is discrepancy on time that was originally

20 proposed. We didn't know what we had on the job.

21 MS. WILSON: We do know how many days it took to

22 do the work, and it took four days to do it.

23 MR. LATTNER: That's what we paid them for.

24 MR. McRAE: They are looking at it from the

25 benefit of 20-20 hindsight. When we give them a price,

1 we didn't have the benefit of 20-20 hindsight.

2 So like Kevin has said, we had to cover the

3 eventuality of how long it could take. Now, granted it

4 took less but, you know, if the Department would have

5 stepped forward and said here's your unilateral or here

6 is whatever we are going to do and done it timely, you

7 know, you all are holding us to a real high standard on

8 this other project, but you've got to accept

9 responsibility for your own standards.

10 You all screwed with this thing for 47 days

11 before you ever gave us anything to do any work. How

12 are we going to get compensated for that?

13 When we give them a price of 134,000, we didn't

14 contemplate it would take 47 days for the Department to

15 give something in writing to us to proceed.

16 How are we going to get compensated for that? We

17 haven't even asked for compensation for that. All we

18 asked for is our original price of the 134,000. Is

19 that right?

20 MR. ROUNTREE: That's why we are here.

21 MR. McRAE: That's why we are here today. Now,

22 if we wanted to not be cooperative with the Department

23 we would have come up and said we've got 47 days of

24 delay.

25 We haven't done that. We've asked to get paid

1 for our original price.

2 Granted it took less days for us to do the work,

3 but it took a lot longer -- took 47 days for the

4 Department to give us authorization even to proceed

5 with the work. And all that time our asphalt plant,

6 our people -- we tried to mitigate that by doing other

7 work as best we could. But I've never seen it take so

8 long for such a minor item to get authorization to

9 proceed.

10 MR. LATTNER: That's not the norm.

11 MS. WILSON: It is not. We cannot authorize you

12 to go to work until we have the funds. Because of the

13 nature of the job, it did take longer to get the funds.

14 It wasn't because the State was sitting on its hands.

15 It takes longer to get the funds unencumbered.

16 We have some fault. Anderson has some fault. It

17 took some time to be able to sit down and try to

18 negotiate. There were many times we said let's sit

19 down and try to negotiate and come up with something,

20 and it took a time to get a meeting.

21 MR. PHILBECK: Plus they moved over to State Road

22 40 across town, the same crew, completed that job while

23 we were waiting to get things worked out on this one.

24 MR. SIMMONS: I'm missing the 47-day thing. You

25 will have to help me with that.

1 MR. McRAE: Do you have this sheet right here,
2 that supplemental sheet?
3 MR. SIMMONS: I'm looking at the letters. On
4 February 9 is where you all sent the --
5 CHAIRMAN NUTBROWN: Back up, Freddie, to the
6 front of the book. In the log, in the letter of
7 presentation, go down a couple of pages. Back up a
8 page.
9 MR. LATTNER: He told us to stop work on
10 February 4 and didn't get the unilateral until
11 March 21. That's where the 47 days comes in.
12 CHAIRMAN NUTBROWN: Request for quotation is on
13 February 4.
14 MR. McRAE: That's right.
15 CHAIRMAN NUTBROWN: Come over one page. You will
16 come up to where --
17 MR. ROEBUCK: March 21.
18 MR. ROUNTREE: District unilateral payment
19 letter, March 21, 2000. That's 47 days between those
20 two periods.
21 MR. McRAE: See, what they -- they sent us a
22 letter on the 4th. We responded on the 9th. It didn't
23 take a long time for us to respond. As soon as we --
24 now, they didn't agree with it, they didn't like the
25 price, but we responded. It wasn't a matter of us not

1 responding, it was just that the Department didn't like
2 the price.
3 CHAIRMAN NUTBROWN: What information was the
4 contractor provided as far as coming up with the price?
5 MR. ROUNTREE: That information is in the letter
6 of -- that letter of February 9. That's the way we
7 quoted it, sir.
8 CHAIRMAN NUTBROWN: I understand that. But was
9 there any information provided to the Department as to
10 how much work actually had to be completed?
11 MS. WILSON: Yes.
12 MR. CARROLL: There is a letter that came from
13 the Department showing the approximate quantities, if
14 I remember right.
15 MR. ROUNTREE: I've never seen that.
16 MR. CARROLL: Here is where it came from. Number
17 5, under number 5, give approximation for removing ABC
18 base, excavate the unsuitable material to a depth of
19 600 millimeters per square meter, backfill, wrap, then
20 gave stations,
21 Station 502, 504, three point five meters wide.
22 MR. ROUNTREE: That's for the items of work, not
23 for traffic maintenance and everything else.
24 MR. CARROLL: That's where the quantities were
25 developed from.

1 MS. WILSON: When we got the quantities from the
2 contractor they were basically all lump sum. In order
3 to analyze it, we have to have it broken down into
4 labor, equipment, materials. So, yes, we did receive
5 that on the 9th, but then after we asked for a
6 breakdown it took some additional time.
7 CHAIRMAN NUTBROWN: Do you have any further
8 questions?
9 MR. ROEBUCK: No.
10 CHAIRMAN NUTBROWN: Freddie, any other questions?
11 MR. SIMMONS: No.
12 CHAIRMAN NUTBROWN: Mr. Contractor, do you have
13 any other information?
14 MR. ROUNTREE: No.
15 CHAIRMAN NUTBROWN: Does the Department have any
16 additional? Okay. We will deem that the hearing is
17 closed. The Board will deliberate and try to come back
18 with the right answer.
19 (Whereupon, the hearing was concluded at 2:45 p.m.)
20
21
22
23
24
25

1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA)

3 COUNTY OF LEON)

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

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

13 Dated this 13th day of March, 2001.

14

15 Catherine Wilkinson

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

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