

Order # ~~to-95~~

Cancelled
//

Superior Paving, Inc.
16004-3502
Polk County

MR. WILLIAM N. LISBERRY
Superior Paving, Inc.
2600 Sahuda Road
Lakeland, Florida 3380

Re: State Project No. 1
Request for Arbitr

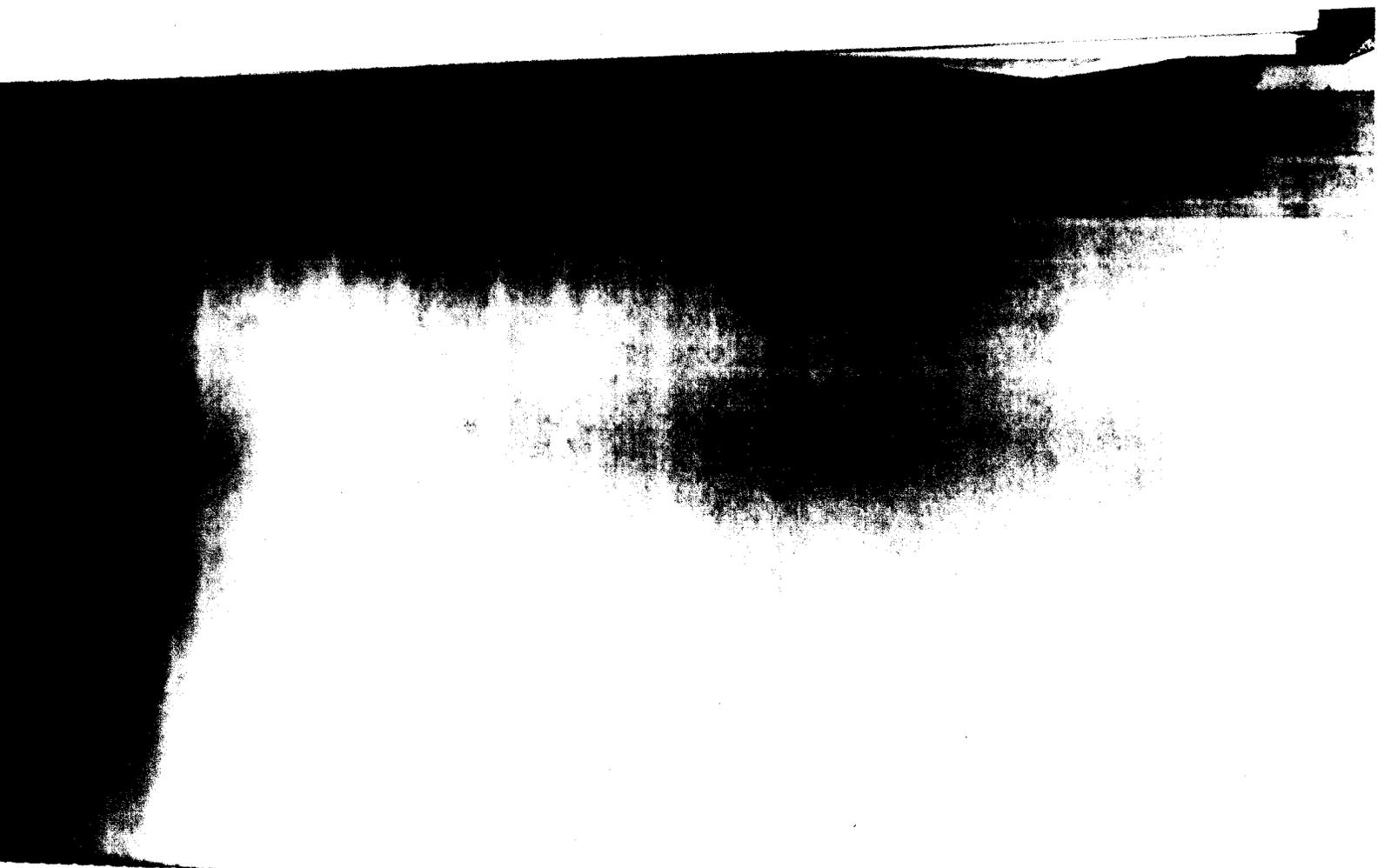
Dear Mr. Elsberry:

Subsequent to the Stat
claim your firm submit
postpone the hearing p
claim.

In a recent conversatio

In accordance with the
retaining \$500 of the a

Enclosed please find a
fee.



\$1,500.00

\$1,500.00

16004 3502 10LR

STATE ARBITRATION BOARD

1022 LOTHIAN DRIVE
TALLAHASSEE, FLORIDA 32312
PHONE: (904) 385-2852

January 22, 1996

Mr. Willard R. Elsberry, President
Superior Paving, Inc.
2600 Saluda Road
Lakeland, Florida 33801

Re: State Project No. 16004-3502
Request for Arbitration of A Claim Dated 6/7/95

Dear Mr. Elsberry:

Subsequent to the State Arbitration Board issuance of a Notice of Arbitration Hearing for the claim your firm submitted for arbitration on June 6, 1995, the Board received a request to postpone the hearing pending additional negotiations between the parties to attempt to settle the claim.

In a recent conversation, you advised me that the claim has been settled.

In accordance with the Procedures for Operation of the State Arbitration Board, the Board is retaining \$500 of the administrative fee you submitted your Request for Arbitration of A Claim.

Enclosed please find a check in the amount of \$1,000 covering the remainder of the administrative fee.

Sincerely,



H. Eugene Cowger, P.E.
Chairman

STATE ARBITRATION BOARD

1022 LOTHIAN DRIVE
TALLAHASSEE, FL 32312-2837
PHONE: (904) 385-2852 OR (904) 942-0781 FAX: (904) 942-5632

NOTICE OF ARBITRATION HEARING

TO: J.B. Lairscey, P.E. Title: Director, Office of Construction **FDOT**

TO: W.R. Elsberry Title: President

Contracting Firm: Superior Paving, Inc.

Address: 2600 Saluda Road Lakeland FL 33801-6332
Street Address or P.O. Box No. City State Zip

RE: State Project No.: 16004-3502 Fed. Aid Project: M-0785 (2)

Location: SR 559 Kathleen Road, Lakeland, Polk County Florida

Each of you is hereby given notice of an arbitration hearing reference the above project to be held by the State Arbitration Board with the following conditions to apply:

DATE: <u>Wednesday, August 2, 1995</u>	TIME: <u>11:00 A.M.</u>
LOCATION: <u>1007 Desoto Park Drive, Tallahassee, Florida. Board Room in</u> <u>Florida Transportation Center located appx. 1/2 mile east of</u> <u>DOT Building, off Lafayette Street.</u>	

The Contractor will will not be represented by counsel.

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

Name: <u>W.R. Elsberry</u>	Title: <u>President</u>
<u>Al Dallas</u>	<u>General Superintendent</u>
<u>Jo Ann Vaandering</u>	<u>Contract Administrator</u>

FDOT IS REQUESTED TO HAVE THE FOLLOWING PERSONS PRESENT:

Name: <u>John Hayes</u>	Title: <u>Project Engineer</u>
<u>Lee Watts, P.E.</u>	<u>Resident Engineer</u>
<u>Marshall H. Daugherty, Jr.</u>	<u>(Then) Dist. Construction Engineer</u>

ANY ADDITIONAL EXHIBITS PRESENTED AT THE HEARING FOR CONSIDERATION BY THE BOARD SHALL BE SUBMITTED IN QUADRUPPLICATE.

DATE: 11 July 1995
cc: All Board Members
Wilkinson & Associates CCR

SIGNED:  P.E.
Chairman, S.A.B.

STATE ARBITRATION BOARD

1022 Lothian Drive
Tallahassee, FL 32312-2837
Phone: (904) 385-2852 or (904) 942-0781 FAX: (904) 942-5632

MEMORANDUM

DATE: 20 June 1995

TO: J. B. Lairscey, P.E., Director of Construction/FDOT

FROM: H. Eugene Cowger, P. E., Chairman

RE: ***REQUEST FOR ARBITRATION OF A CLAIM ON:***

STATE PROJECT NO.: 16004-3502

PROJECT LOCATION: SR 559 (Kathleen Road)
Lakeland, Florida (Polk County)

CONTRACTOR: Superior Paving, Inc.
2600 Saluda Road
Lakeland, FL 33801-6332

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

We have scheduled a hearing for this claim on Wednesday, August 2, 1995.
You will receive a *Notice of Hearing* stating the exact time set for this hearing no later than fourteen (14) days prior to the hearing date.

Note:

In accordance with the procedures adopted by the State Arbitration Board, the Department of Transportation shall submit its primary rebuttal exhibit to the Contractor and to 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.

STATE ARBITRATION BOARD

1022 LOTHIAN DRIVE

TALLAHASSEE, FL 32312-2837

PHONE: (904) 385-2852 OR (904) 942-0781 FAX: (904) 942-5632

REQUEST FOR ARBITRATION OF A CLAIM

CONTRACT NUMBER: 17815 Polk

Contractor's Name: Superior Paving, Inc.

Address: 2600 Saluda Road Lakeland FL 33801-6332
Street Address or P.O. Box No. City State Zip

State Project No.: 16004-3502 Fed. Aid Project: M-0785 (2)

Location: S.R. 559 Kathleen Road, Lakeland, Polk, Florida

Amount of Original Contract: \$ 169,629.64 Total Amount of Claim: \$ 55,581.70

The Contractor elects to:

Submit only the written information attached to this request and, subject to agreement by the Department of Transportation, waive an oral presentation to the Board.

OR

Attend a hearing scheduled by the Board to present testimony and additional exhibits.

The Contractor will be represented by an attorney: Yes No

If a hearing is to be held, the Contractor will be represented by the following persons:

Name:	Title:
<u>W. R. Elsberry</u>	<u>President</u>
<u>Al Dallas</u>	<u>General Superintendent</u>
<u>Jo Ann Vaandering</u>	<u>Contract Administrator</u>
<u>Wm. "Bud" Pruitt, R.S.M. 4737</u>	<u>Superintendent</u>

If a hearing is to be held, the Contractor requests that the following DOT personnel be present:

Name:	Title:
<u>John Hayes</u>	<u>Project Engineer</u>
<u>Lee Watts, P.E.</u>	<u>Resident Engineer</u>
<u>Marshall H. Daugherty, Jr., P.E.</u>	<u>(Then) District Construction Engineer</u>

The Contractor acknowledges having read §337.185, Florida Statutes, which authorizes and governs the State Arbitration Board.

06/07/95
Date


Signature

W. R. Elsberry, President
Type or Print Name and Title



SUPERIORSM
Paving, INC.

2600 SALUDA ROAD
LAKELAND, FLORIDA 33801
Telephone (941) 665-0961 • Fax (941) 667-0721
FLORIDA LICENSE #CU CO56785

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF POLK

Personally appeared before me, the undersigned authority, Willard R. Elsberry, a resident of Lakeland, Polk County, Florida, who being first duly sworn, made the following statements of fact:

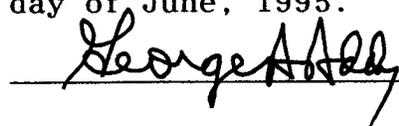
That he is President of Superior Paving, Inc., contractor for FDOT Contract No. 17815, DOT Job No. 16004-3502, Polk County, which was completed and final acceptance made June 10, 1992;

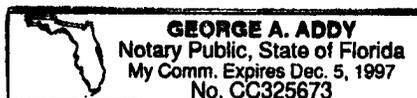
that documentary evidence supporting the Contractor's claim for equitable compensation was submitted by U. S. mail service to Lee Watts, Resident Engineer with Greenhorne & O'Mara, Inc., without favorable response;

that additional, unsuccessful, attempts were made to resolve the claim by negotiation with other FDOT Engineers before seeking arbitration.


Willard R. Elsberry, Affiant

Sworn to and subscribed before me at Lakeland, Florida, this 7th day of June, 1995.


_____, Notary Public

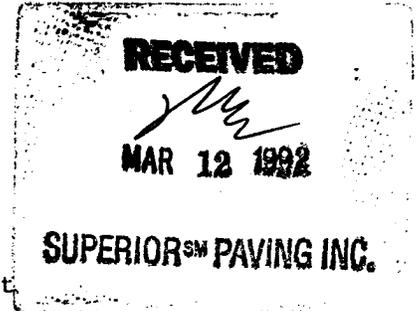




GREENHORNE & O'MARA, INC. BRANDYWINE CENTRE 580 VILLAGE BLVD SUITE 360 WEST PALM BEACH, FL 33409 PH 407-686-7707 FAX 407-686-0299

February 26, 1992

Mr. Marshall H. Dougherty, Jr. P.E.
District Construction Engineer
Florida Department of Transportation
Post Office Box 1249
Bartow, Florida 33830



Re: State Proj. No.: 16004-3502
S.R. 539 (Kathleen Road) at Montrose Avenue/14th Street
W.P.I. No.: 1118340
F.A.P. No.: M-0785-(2)
Contract No.: 17,815
Polk County
CONTRACTOR REQUEST FOR TIME EXTENSION

Dear Mr. Dougherty:

Superior Paving, Inc., Contractor for the above referenced project, has requested a time extension for the above referenced project as per FDOT Specification 8-7.3.2; Contract Time Extensions, in the amount of forty (40) contract days. The time extension is requested based on the following criteria:

1. Delays are the result of utility work not accomplished in reasonable close accordance with the schedule included in the special provisions.
2. Utility work actually affected progress toward completion of controlling work items.

Contract Day No. 1 for the above referenced project was January 3, 1992. As of Contract Day No. 1, the City of Lakeland Electric and Water, People's Gas and GTE had accomplished minimal relocations as identified in this project's plans and specifications.

As of February 10, 1992, all utility relocations which affected the effective progress of the project were completed. Due to Superior's current project staffing, mobilization to the project could not commence until February 12, 1992 (Contract Day No. 41). See attached letter dated February 7, 1992 to Mr. Elsberry of Superior Paving, Inc. concerning said contract time extension.

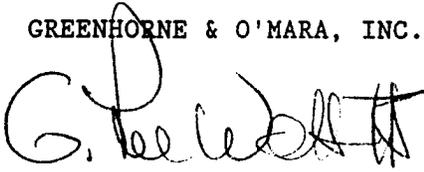
GREENHORNE & O'MARA, INC.

Mr. Marshall H. Dougherty, Jr. P.E.
FDOT - District One
February 26, 1992
Page 2 of 2

It is this office's opinion that the required relocation of utilities has created a hardship by hindering the effective construction management of manpower and equipment for this project and hereby recommends granting a forty (40) day contract extension.

Should have any questions concerning this topic, please do not hesitate to contact this office.

GREENHORNE & O'MARA, INC.



A. Lee Watts, III P. E.
Project Engineer

ALW:alw

cc: File w/attach.
John Hayes
Mike McCall
W. Elsberry, Superior



SUPERIOR SM
Paving, INC.

2600 SALUDA ROAD
POST OFFICE BOX 24867, LAKELAND, FLORIDA 33802-4867
Telephone 813 665-0961

April 13, 1992

16004.11



Mr. A. Lee Watts, III P.E.
Project Engineer
Greenhorne & O'Mara, Inc.
737 Wabash Avenue
Lakeland, FL 33801

Re: State Project No. 16004-3502 (F.A.P. NO. M-0785-(2))
Contract No. 17815, SR 559 (Kathleen Road) \$169,629.64
Polk County (60 contract days)
Compromise Offer to Settle Un-Agreed Claim(s) and
Revised Pricing Proposals

Dear Mr. Watts:

We have previously submitted for acceptance three separate proposals with revised prices that were requested, or required on behalf of the Florida Department of Transportation, for work under our contract differing from the original requirements. Contractor representatives have met in person on the jobsite numerous times with your firm's personnel as well as FDOT officials, and have discussed by telephone the several items included in our proposals. You requested that we document or detail in writing our request for an increase in Mobilization. We provided elaborate detail March 23, 1992, when we met in your Lakeland office to review the status of work under our contract and the unresolved matters affecting our ability to prosecute the work.

During the meeting of March 23, 1992, we were instructed to perform no asphalt structural overbuild until an acceptable proposal had been submitted by us and approved by FDOT, including funds commitment, prior to any work being performed. Work accomplished since then has been limited to lighting and signalization, grassing, replacing drainage grates, and maintenance of traffic. All progress has now ceased, except caretaking and maintenance of traffic. Our asphalt laying equipment had been moved to the site at that time, but cannot be used. The old road profiles on both sides of Kathleen Road require layered buildup to match revised cross-slope grades. The build-up varies from 0.0" to as much as 6" before elevations are achieved that will permit laying the originally specified 60-pound Type S overbuild course.

Page 2

Mr. A. Lee Watts, III P.E.
Project Engineer

This sad state of affairs exists because the Department's original plans documents did not reflect actual physical conditions and dimensions existing in the right of way and construction limits of the project. The original plans obviously were not based on a field survey of existing conditions before bids were taken. The plans' center line alignment varied from 0 to 3.5' off existing center line, and grades were not correlated with field conditions. As contractor, we were provided a task to perform ~~completely different from the original plan scope of work~~. Other contributing causes: Utility adjustments were not maintained according to the original contract requirements, nor in accordance with schedules discussed with representatives during onsite utility meetings.

We have attached and offer our compromise package proposal consisting of 4 sheets outlining anticipated additional work and extended overhead and administrative expense allowance. The quantities are based on our own studies and evaluation since the Department has not affirmatively furnished asphalt overbuild tonnage estimates. We do not guarantee they are absolutely accurate; only that they represent our best judgment based on past experience. These documents supersede all previous efforts to resolve the problems addressed, except that previous notices that we expected to be compensated for extra work and mandated extended overhead and administrative expense continue to apply. Today is "Day 102" of a 60 day contract time period, and no substantial work effort can be resumed until the Department decides what it will direct. Our claim, just as our financial burdens, risks, and responsibilities associated with exposure of the traveling public along an uncompleted roadway, is growing in magnitude with each passing day.

Page 3

Mr. A. Lee Watts, III P.E.
Project Engineer

Our proposal is submitted as a package. Previous contacts about prior offers included suggestions that the Department prefers to authorize specific unit price approvals, with lump sum items left to be resolved in claim settlement negotiations (or rejection) at a later date. ~~It is our position the extended overhead and administrative expense allowance will be resolved concurrently with any approval for specific item unit prices.~~ A recently reported case controversy settled by the Alabama Supreme Court, if followed by Florida authorities, would eliminate subsequent compensation for claims where specific additional work authorization and compensation is granted. The unresolved status of controlling work items for this project inhibits our ability to seek alternate assignments for our crews and equipment, which now are maintained readily available to prosecute the work whenever it is actually released for construction.

Call when you have reviewed our offer. We await your instruction to complete the project and furnish a supplemental agreement document that includes positive responses, financial commitments, and a date to proceed.

Very truly yours,

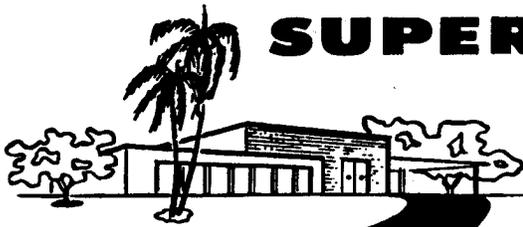
SUPERIOR PAVING, INC.


Willard R. Elsberry
President

WRE:e

cc: Mr. John Hayes, Resident Construction Manager
Al Dallas, General Superintendent
Mr. Don Prescott, Asst. Dist. Construction Engineer
Mr. W. R. Trefz, District Secretary
Mr. Ben Watts, Secretary of Transportation
Mr. J. R. Skinner, Division Administrator/FHWA

File 16004.11



SM
SUPERIOR
Paving, INC.

2600 SALUDA ROAD
POST OFFICE BOX 24867, LAKELAND, FLORIDA 33802-4867
Telephone 813 665-0961

May 1, 1992

16004.13

Mr. W. R. Trefz, P.E.
District Secretary
Florida Department of Transportation
P. O. Box 1249,
Bartow, Florida 33830

Re: State Project No. 16004-3502 (F.A.P. NO. M-0785-(2)
Contract No. 17815, SR 559 (Kathleen Road) \$169,629.64
Polk County (60 contract days)
Compromise Offer to Settle Un-Agreed Claim(s)

Dear Mr. Trefz:

Your letter (dated April 17, 1992) offering to extend contract time by 40 days was received in our office today, and we thank you for this response to our request of February 8, 1992.

Your offer was conditioned on our written acceptance within thirty days of the date of your letter; and that we agree to pursue no other claim, financial or otherwise in connection with our request of February 8th.

As you are aware, we have offered a ~~compromise package proposal~~ dated April 13, 1992, (superseding three previous offers, including the one to which you have just responded) for changes required in the scope of our work, and contract time, made necessary by inaccurate plans, additional unforeseen utility conflicts, updated Department design standards, and new work items. The package included an offer to waive financial impact claims ~~for the 40 days~~ originally ~~requested~~ ~~on~~ ~~February 8, 1992,~~ conditioned on acceptance of our other time extension requests, price proposal, ~~and~~ revised work items, and payment for extended overhead and administrative expense resulting from the previously identified plans errors and other mandated changes.

Progress has been made, and portions of our offer have been approved by Marshall Dougherty, District Construction Engineer. We have been informed funds certification were obtained, and a supplemental agreement initiated to document the agreed upon "material" items. Based on these approvals, and the Engineer's verbal direction to proceed, we have laid structural asphaltic overlay, and are now waiting for remobilization of the electrical subcontractor. The additional contract time, and the extended overhead and administrative expense portions are apparently still being studied and evaluated by the Department.

Page 2

Mr. W. R. Trefz, District Secretary

Since our offer (the fourth in a series of offers) now being considered by the Department is a *compromise package proposal* that includes the forty calendar day period which is the subject of your letter of April 17, 1992; and since it has not been finally resolved by mutual agreement about all its parts, ~~we will be unable to respond to your offer (for time only) until our compromise offer has been settled.~~ Whether or not this occurs before May 17, 1992, is beyond our control.

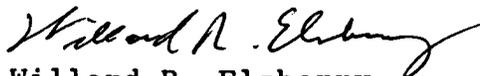
Based on several conversations with the District Construction Engineer, the most recent of which occurred yesterday, our claims for time and compensation contained in the compromise offer have been recognized as valid in principle, founded on reason and fact, and will likely be finalized upon completion of the Department's evaluation of documentation of the appropriateness of percentage of extended overhead and administrative expense we have requested.

It would obviously not be in our best interest to accept your letter offer for time only, including waiver of "financial or otherwise" impacts before the Department's response to our complete *compromise package proposal* is received. If our pending compromise offer regarding extended overhead and administrative expense impact were to be rejected, that decision would trigger renewed pursuit of our full claim for the total impact to our operations for financial costs and for contract time from January 3, 1992, until the project's final acceptance.

Our schedule to complete all remaining work, except final pavement marking and mailbox installation, has been set. Signalization and lighting work resumes Monday, May 4th. Asphaltic friction course surface will be laid beginning Wednesday, May 6th. We will continue seeking an early and amicable resolution of all the problem conditions that have prevented our timely completion of this project.

Very truly yours,

SUPERIOR PAVING, INC.

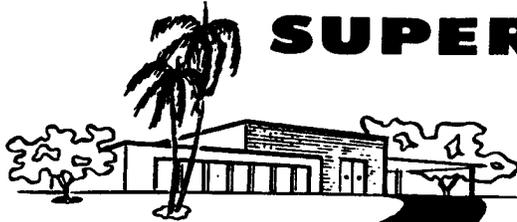


Willard R. Elsberry
President

WRE:e

cc: Mr. Marshall H. Dougherty, Jr., District Construction Engineer
Mr. John W. Hayes, Resident Construction Manager
Mr. A. Lee Watts, III P.E., Project Engineer
Mr. Henry Fuller, Executive Assistant to the Secretary
Mr. J. R. Skinner, Division Administrator/FHWA

File 16004.11



SUPERIORSM

Paving, INC.

2600 SALUDA ROAD

POST OFFICE BOX 24867, LAKELAND, FLORIDA 33802-4867

Telephone 813 665-0961

B50: [W9] 'Superior Paving, Inc. Lakeland, Florida

	A	B	C	D	E
49					
50		Superior Paving, Inc. Lakeland, Florida			
51		Summary of Pending Claim for-			Overhead & Adm
52		Job No. 16004-3502, Polk County			Expense
53				@ Daily rate:	\$853.01
54					-----
55		(Documented by claim letter 4/13/92)			
56		FDOT Rejected compromise offer amount			\$13,784.21
57		04/15/91	04/24/91	9	\$7,677.09
58		Delayed start - <i>Utility Delays</i>		40	\$34,120.40
59			<i>from CD-1</i>		-----
60					\$55,581.70
61					=====
62					
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68					
25-Oct-93		1:22	PM		

THIS COMPROMISE OFFER SUPERCEDES THREE PREVIOUS OFFERS DATED 2/8/92, 3/20/92, 3/24/92.

THEY ARE WITHDRAWN, EXCEPT FOR PURPOSES OF PENDING CLAIM NOTIFICATION TO THE ENGINEER.

Contractor: SUPERIOR PAVING, INC. (->) BID DATE: JUNE 19, 1991, 10:30 A.M.

FDOT Contract No. 17815 for

Construction of JOB NO. 16004-3502, FAP M-0785-(2)

ROAD NO. SR 559 (KATHLEEN ROAD) POLK COUNTY

60 Contract Calendar Days

DBE Goal: 8.0%

F.A.P. NO. M-0785-(2)

Preliminary Draft
4 of 4
 13-Apr-92

	VALUE
OVERHEAD SHOWN IN f/y 9/30/91 QUESTIONNAIRE FILED WITH FDOT GEN & ADM EXPENSES	
TOTAL OVERHEAD SHOWN IN QUESTIONNAIRE SUBMITTED TO FDOT	
REVENUE BASE, (F/Y 9/30/91)	
NOTE: THIS CONFIDENTIAL DATA WAS SUBMITTED TO FDOT 12/30/91 (EXPRESSED AS PERCENTAGE, OH & ADM EXP, F/Y 9/30/91)	30.172%
ORIGINAL BID AMOUNT (INCLUDED OH & ADM ALLOWANCE SHOWN ABOVE)	\$169,629.64
OH & ADM ALLOWANCE INCLUDED IN ORIGINAL BID @ 30.172%	\$51,180.76
ORIGINAL CONTRACT TIME, DAYS ALLOWED	60
DAILY RECOVERY RATE, OH & ADM ALLOWANCE =	\$853.01
INCREASE IN CONTRACT VALUE FOR REVISED WORK ITEMS	\$31,334.22
OH & ADM ALLOWANCE INCLUDED @ 30.172%	\$9,454.18
ADDITIONAL DAYS REQUIRED FOR UTILITY DELAY TO JOB START TO BE WAIVED ONLY IF THIS COMPROMISE OFFER IS ACCEPTED	40
+ DAYS FOR WORK SCRAPPED, WORK ADDED BY FDOT	5
+ DAYS, WAITING FOR ENGINEERING, PLANS REVISION (MAY BE WAIVED, SOME OTHER WORK PROCEEDING CONCURRENTLY)	5 -5 WAIVED? = 0
+ DAYS, FOR CONFERENCES TO REVIEW PROBLEM, PREPARE MORE DOCUMENTS AND WAIT FOR S.A. APPROVAL ACTION BY FDOT	22
* THIS ITEM OPEN; VARIES WITH FDOT'S DECISION-RESPONSE TIME)	
*EXTENDED CONSTRUCTION, CONTRACT DAYS AFTER UTILITY-DELAYED START	27
DAILY RATE, RECOVERED THROUGH INCREASED WORK VALUE	\$350.15
DAILY DEFICIENCY IN RECOVERY OF OH & ADM ALLOWANCE	\$502.86
*DAYS REQUIRED FOR EXTENDED OH & ADM ALLOWANCE	27
*SUBTOTAL, AMOUNT FOR OH & ADM EXP, EXTENDED PERIOD OF CONTRACT	\$13,577.16
*BOND PREMIUM & REVENUE ASSESSED INSURANCE	\$207.05
*CLAIM TOTAL FOR OH & ADM EXPENSE, EXTENDED PERIOD OF CONTRACT	\$13,784.21
*THIS CLAIM INCREASES AT A DAILY RATE OF: AFTER APRIL 15, 1991, UNTIL FINALLY RESOLVED BY NEGOTIATED SETTLEMENT, OR OTHER REMEDY.	\$853.01

NOTE: PURSUANT TO SECTION 337.14(1) FLORIDA STATUTES, FINANCIAL INFORMATION PROVIDED BY CONTRACTORS TO FULFILL THE PREQUALIFICATION REQUIREMENTS IS STRICTLY CONFIDENTIAL AND EXEMPT FROM THE "SUNSHINE" PROVISIONS OF SECTION 119.07(1) FLORIDA STATUTES.

Schedule 3

**SUPERIOR PAVING, INC.
SCHEDULES OF OTHER ADMINISTRATIVE EXPENSES
September 30, 1991 and 1990**

	<u>1991</u>	<u>1990</u>
Salaries:		
Officers	\$ 102,273	\$ 130,182
Others	<u>243,552</u>	<u>225,816</u>
	<u>345,825</u>	<u>355,998</u>
Employee benefits:		
Group insurance	115,611	116,452
Uniforms and safety shoes	108	2,609
Miscellaneous	<u>29,466</u>	<u>19,099</u>
	<u>145,185</u>	<u>138,160</u>
Repairs and maintenance		
Yard preparation:		
Labor	128,319	152,334
Materials	5,193	13,172
Outside materials	25,169	45,535
Miscellaneous	<u>7,221</u>	<u>8,156</u>
	<u>165,902</u>	<u>219,197</u>
Other:		
Insurance - general	123,375	141,963
Taxes and licenses	57,139	57,876
Fuel and lubricants - trucks and equipment	49,335	39,819
Payroll related expenses	54,137	88,542
Professional services	28,579	40,298
Advertising	4,915	8,102
Telephone and telegraph	12,277	11,261
Travel and entertainment	11,530	8,488
Stationery, printing and office supplies	13,169	8,863
Employee welfare allowances	62,987	46,935
Utilities	10,372	11,047
Dues and subscriptions	4,566	7,419
Bad debts	14,950	—
Computer services	3,448	4,342
Directors' fees	990	640
Depreciation and amortization	21,989	23,049

Post-It™ brand fax transmittal memo 7671 # of pages > 1 of 2

To John Green, Sr. Cont. Ad.	From W. R. Elisberry, Pres
Co. F.D.O.T.	Co. SUPERIOR PAVING, INC
Dept.	Phone # 813-665-0961
Fax # 904-488-4417	Fax # 813 667-0721

Schedule 3 (continued)

SUPERIOR PAVING, INC.
 SCHEDULES OF OTHER ADMINISTRATIVE EXPENSES
 September 30, 1991 and 1990

	<u>1991</u>	<u>1990</u>
Plans and specifications	2,488	1,626
Postage and express	2,018	1,842
Contributions	—	1,322
Miscellaneous expense	2,738	967
Safety compliance expense	2,971	2,575
Penalties	1,089	395
Engineering supplies	<u>3,700</u>	<u>4,420</u>
	<u>488,762</u>	<u>511,791</u>
Total	<u>\$1,145,674</u>	<u>\$1,225,146</u>

NOTE: PURSUANT TO SECTION 337.14(1) FLORIDA STATUTES, FINANCIAL INFORMATION PROVIDED BY CONTRACTORS TO FULFILL THE PREQUALIFICATION REQUIREMENTS IS STRICTLY CONFIDENTIAL AND EXEMPT FROM THE "SUNSHINE" PROVISIONS OF SECTION 119.07(1) FLORIDA STATUTES.

Post-It™ brand fax transmittal memo 7671 # of pages ▶ 2 of 2

To John Green	From WR Elsberry
Co. FDOT	Co. SUPERIOR PAVING, INC.
Dept.	Phone #
Fax #	Fax #

FLORIDA

ANTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

Post Office Box 1249
Bartow, Florida 33830
(813) 533-8161 ext. 2222
May 14, 1992

BEN G. WATTS
SECRETARY

Mr. Willard R. Elsberry, President
Superior Paving
P. O. Box 24867
Lakeland, Florida 33830

RECEIVED

JW
MAY 13 1992

Re: Time Extension for Utility Delays
SR-539, Kathleen Road at Montrose Avenue
WPI No. 1118340
State Project No. 16004-3502
FAP No. M-0785-(2)
Polk County

SUPERIORSM PAVING INC.

Dear Mr. Elsberry,

It was my understanding that the Forty (40) days offered to your company for utility delays was a separate issue from the other conflicts you have encountered. I am, therefore, granting the Forty (40) days for the utility days as was previously agreed to by Mr. John Hayes, Mr. Lee Watts and yourself. I have instructed that the granted time be added to your contract as of this date.

~~The other issues brought forth in your letter of May 1, 1992 were agreed during our meeting of April 21, 1992 except for the extended overhead.~~ The extended overhead issue is currently unresolved, but conversations between you and our audit section are being held. This outstanding issue will, hopefully, be resolved to both of our satisfaction in the near future.

Sincerely,

Marshall H. Dougherty, Jr., P.E.
District Construction Engineer

MHD:JMM:ljw

cc: Mr. A. L. Watts
Mr. J. W. Hayes
Mr. G. N. Ivey
Mr. W. R. Trefz
Mr. J. B. Lairscey

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

BEN G. WATTS
SECRETARY

Post Office Box 1249
Bartow, Florida 33830
(813) 533-8161 ext. 2222
May 19, 1992

H & M Electric
107 N. Line Drive
Suite 107
Apopka, Florida 32702

RE: SR 563 from Beacon Terrace North to Lime Street
WPI No. 1118346
State Project No. 16003-3515
FAP No. MAF-347-1(6)
Polk County

Dear Sirs:

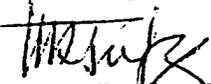
Progress on the 16004-3502 (Kathleen Road at Montrose Avenue) project has been impaired due to extensive plan errors. The errors have prevented work on your subcontracted items. Completing the 16004-3502 project within allowable contract time will impact your work as prime contractor on the 16003-3515 (SR 563 lighting from Beacon Terrace north to Lime Street) project.

The Department desires to expedite completion of the 16004-3502 project and to allow your firm to complete the 16003-3515 project without penalty for delays on the 16004-3502 project. Therefore contract time charges will be suspended on the 16003-3515 project from May 4, 1992, contract day 33 through May 8, 1992. Contract time charges will resume on May 9, 1992, contract day number 34, or the date your forces resume work, whichever is earlier.

The Department is prepared to grant your company a no cost time suspension of five (5) calendar days. Your acceptance of this time suspension, as indicated by your signature below, reflects agreement to pursue no further claim, financial or otherwise, in connection with the above. Please return the signed letter to acknowledge your agreement with these terms and conditions. Receipt of this letter, with your original signature, will ensure suspension of contract time.

This offer will be null and void if not accepted within thirty (30) days of the date of this letter.

Sincerely,


W. R. Trez, P. E.
District Secretary

 5/19/92
Recommended _____ Date

WRT:DAP:ljw

- cc: Mr. J. M. McCall
- Ms. M. M. Waddell
- Mr. J. R. Previte
- Mr. J. A. Reese
- Mr. K. J. Blanchard
- Mr. E. A. Branagan
- Mr. Lex Chance

Terms and Conditions Accepted:

(Signature) (Date)

(Name and Title - Type or Print)

(Corporate Name - Type or Print)



RECEIVED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NOTICE OF COMPLETION OF CONSTRUCTION

JUN 22 1992

SUPERIOR PAVING INC.

DISTRICT OFFICE -FIRST BARTOW

DATE 6/19/92

PLEASE NOTE INFORMATION AND FORWARD IN NUMBERED ORDER:

- 1. STATE CONSTRUCTION ENGINEER
- 2. DEPUTY DESIGN ENGR. (SUPPORT)
- 3. DEPUTY DESIGN ENGR. (STRUCTURES)
- 4. DEPUTY DESIGN ENGR. (ROADWAY)
- 5. SAFETY ENGINEER
- 6. ROADSIDE DEVELOPMENT COOR.
- 7. CHIEF, PLANNING BUREAU
- 8. FISCAL OFFICE
- 9. P.D.M.S.
- 10. REPRODUCTION
- 11. CENTRAL FILES

CONTRACT NO. 17815

JOB NO.	WPI NO.	SR/US	LOCAL NAME/FAP NO.	PROJECT LIMITS
16004-3502	1118340	539	SR539(KATHLEEN RD) AT FROM MONTROSE AVENUE	TO

CONTRACTOR SUPERIOR PAVING INC
1ST CLASS MAIL ONLY
ADDRESS P.O. PO BOX 24867
LAKELAND

FL 33802

PROJECT ENGR. G & O INC	RESIDENT ENGR. CONSULTANT	TEL. 533-8161
ADDRESS 801 N.B'WAY	BARTOW, FLA.	

DATE TIME BEGAN 01/03/92 DATE WORK CONDITIONALLY ACCEPTED / /

DATE WORK BEGAN 02/12/92 DATE WORK COMPLETED 06/10/92

RECOMMENDATIONS FOR MAINTENANCE (IF NOT NOW ON APPROVED STATE MAINTAINED SYSTEM, CITE MAINTENANCE AGREEMENT OF YOUR RECOMMENDATIONS. IF CONDITIONS ARE UNUSUAL, AFFIX DETAILED INFORMATION TO THIS FORM.)

REMARKS: FAP NO. M-0785-(2)

DISTRICT SECRETARY OR DESIGNEE

DISTRIBUTION:

- COPY 1-INFORMATION OFFICE
- COPY 2-STATE MATERIALS ENGINEER
- COPY 3-PROJECT ENGINEER
- COPY 4-CONTRACTOR

- COPY 5-STATE ESTIMATES ENGINEER
- COPY 6-FHWA (F.A.PROJECTS)
- COPY 7-E.E.O.COORDINATOR (F.A.PROJ.)

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

BEN G. WATTS
SECRETARY

Post Office Box 1249
Bartow, Florida 33830
(813) 533-8161 ext. 2222
March 9, 1993

RECEIVED

MAR 10 1993

Mr. Willard R. Elsberry, President
Superior Paving
Post Office Box 24867
Lakeland, Florida 33830

Re: Overhead Claim
S.R. 539, Kathleen Road to Montrose Avenue
W.P.I. No.: 1118340
State Project No.: 16004-3502
F.A.P. No.: M-0785-(2)
Polk County

SUPERIOR PAVING INC.

Dear Mr. Elsberry:

The Department has completed evaluating Superior Paving's claim for overhead expenses as related to work added by Supplemental Agreement No. 1. The Department is prepared to offer Superior Paving \$4,292.86 as full and final settlement of this issue. The following discussion is provided to help you understand our position.

Audits and Investigations has reviewed the overhead cost breakdown as submitted with your Application for Qualification. Their findings, slightly summarized, are that Superior Paving's method of accounting does not allocate certain cost to specific projects appropriately. The percentage validated by our auditors is 19.87%. The amount shown in your claim package is 30.172%. The Department feels the reduction was made to a level deemed fair and reasonable and reflects a legitimate concern of this office that we may be participating in Superior Paving's cost of other projects. Therefore, based on the supplemental agreement amount of \$21,604.72, the amount of proportional overhead is \$4,292.86.

Please indicate, by your signature of concurrence in the space provided below, if you are in full agreement with this office.

Sincerely,

Marshall H. Dougherty, Jr.
Marshall H. Dougherty, Jr., P.E.
District Construction Engineer

This will certify that Superior Paving accepts the offer of \$4,292.86 as full and final settlement of all outstanding issues.

MHD:RER:clw

cc: K. J. Blanchard
H. E. Rice
J. W. Hayes
Lee Watts

Terms and Conditions Accepted:

(Signature) (Date)

(Name and Title - Type or Print)

(Corporate Name - Type or Print)



FEDERAL AID PROJECT NO.: M-0785(2)
STATE JOB NO.: 16004-3502
CONTRACT NO.: 17815

DEPARTMENT OF TRANSPORTATION
TALLAHASSEE, FLORIDA

ATTENTION: STATE ESTIMATES ENGINEER

Dear Sir:

This will acknowledge receipt of your letter dated August 10, 1993, and copy of ESTIMATE NO. 09 AND FINAL showing a balance due of \$5,337.89.

We have examined the statement in detail and do not agree that the amount is correct. Our position is that the balance due us is \$ 60,919.59*, which includes an additional amount of \$ 55,581.70*. *Plus interest allowable.

We agree to accept \$5,337.89 payment* as the amount due us under said contract with the understanding that acceptance of such payment shall not constitute any bar, estoppel, or have any effect as to those payments in dispute or the subject of a pending claim.

It is understood on our part that any pending Arbitration claim or suit must be commenced within three (3) years of the final acceptance of the work.

It is also understood that if we should fail to submit all documents required for final payment within two (2) years after final acceptance of the work or within one (1) year after the offer by the Department of final payment, whichever occurs later, any amount owed as final payment is forfeited to the Department. The forfeiture does not apply to documents that are the subject of existing claims or pending legal proceedings. This is done in accordance with Sections 337.141(4) and 337.19 of the Florida Statutes.

We recognize that our execution of the letter in no way affects our responsibility to comply with the requirements of Article 9-10 of the 1986 and 9-9 of the 1991 Standard Specifications for Road and Bridge Construction or to comply with any other term of the contract.

The date of final acceptance of the work was June 10, 1992.

Sincerely,



W. R. Elsberry, (Signature) President

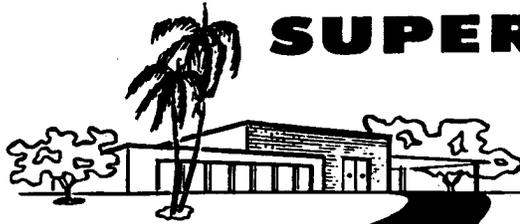
October 26, 1993

(Date)

***NOTE: FULL PARTICULARS OF THE ABOVE DISPUTE OR PENDING CLAIM MUST BE SUBMITTED WITH THIS ACCEPTANCE LETTER AND ANY OUTSTANDING CONTRACT DOCUMENTS, INCLUDING THE 21-A, MUST BE RECEIVED BEFORE THIS PAYMENT CAN BE ALLOWED. Details of Claim are shown in letters and other documents attached to this form.**

PLEASE RETURN THIS LETTER WITH ATTACHMENTS DIRECTLY TO:

State Estimates Engineer
Department of Transportation
605 Suwannee Street - MS 34
Tallahassee, Florida 32399-0450



SUPERIORSM

Paving, INC.

2600 SALUDA ROAD
POST OFFICE BOX 24867, LAKELAND, FLORIDA 33802-4867
Telephone 813 665-0961

October 26, 1993

16004.16

Mr. Kenneth W. Standley, Estimates Office
State Estimates Engineer
Florida Department of Transportation
605 Suwannee Street (MS 34)
Tallahassee, Florida 32399-0450

Re: State Project No. 16004-3502 (F.A.P. NO. M-0785-(2))
Contract No. 17815, SR 559 (Kathleen Road) \$169,629.64
Polk County (60 contract days)
Form 781-31 QA Qualified Acceptance Letter (Revised)

Dear Mr. Standley:

Your letter (dated October 13, 1993) requiring a revised Qualified Acceptance Letter is acknowledged. Our reply, including the revised document you requested, is enclosed.

The Department's unrealistic offer of March 9, 1993, for \$4,292.86, has been rejected by us.

We request the Department seriously reconsider our unresolved claim for this project at this time, which now totals \$55,581.70, plus accrued interest.

If the Department decides not to reevaluate our claim for the purpose of reaching an equitable and realistic settlement, we request that a formally denial be issued it at once so that we may proceed with our request for arbitration to the State Road Arbitration Board.

Very truly yours,

SUPERIOR PAVING, INC.

Willard R. Elsberry
President

WRE:e

cc: Mr. Glenn Ivey, District Construction Engineer
Mr. Henry Fuller, Executive Assistant to the Secretary
Mr. J. R. Skinner, Division Administrator/FHWA

File 16004.16

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

Post Office Box 1249
Bartow, Florida 33830
(813) 533-8161 ext. 2222
July 21, 1995

BEN G. WATTS
SECRETARY

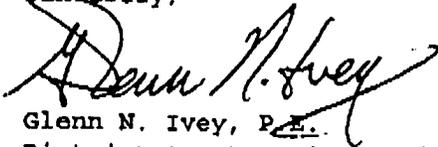
Mr. Willard R. Elsberry
Superior Paving, Inc.
2600 Saluda Road
Lakeland, Florida 33801

RE: **Construction Delay Claim**
SR 539, Kathleen Road to Montrose Avenue
WPI No. 1118340
State Project No. 16004-3502
FAP No. M-0785(2)
Polk County

Dear Mr. Elsberry:

The Department has completed analyzing the additional supporting documentation provided during our recent negotiation meeting and is prepared to offer Superior Paving, Inc. \$34,500.00 as full and final settlement of all outstanding claims. Acceptance of this settlement would eliminate the Arbitration Hearing currently scheduled for Wednesday, August 2, 1995.

Please indicate, by your signature of concurrence in the space provided below, if you are in complete agreement with this offer.

Sincerely,


Glenn N. Ivey, P.E.
District Construction Engineer

This will certify that Superior Paving, Inc. accepts the offer of \$34,500.00 as full and final settlement of all outstanding claims on State Project No. 16004-3502.

- GNI:RER:clw
- Mr. Bill Deyo
- Mr. R. C. Mervine
- Mr. J. B. Lairscey
- Mr. R. L. Langley
- Mr. Gene Cowger

 7/21/95
(Signature) (Date)

W.R. Elsberry, President
(Name & Title-Type or Print)

SUPERIOR PAVING, INC.
(Corporate Name-Type or Print)



SUPERIORSM
Paving, INC.

2600 SALUDA ROAD
POST OFFICE BOX 24867, LAKELAND, FLORIDA 33802-4867
Telephone 813 665-0961 Fax 813 667-0721

FAX

to: Mr. Rick Roberts, P.E., Asst Dist Const Eng
Florida Department of Transportation
District No. 1
P.O. Box 1249, Bartow, FL 33830

cc: State Road Arbitration Bd 904 942-5632

fax #: 941 534-0071

from: Willard R. Elsberry, President
Superior Paving, Inc.

date: February 21, 1995, 11:30 a.m.

subject: Compromise Claim Settlement \$34,500.00
State Project No. 16004-3502, POLK County
(FDOT Contr No. 17815) (Hearing set 8/2/95)

pages: This page only - total

NOTES: We confirm telephone settlement of our State
Arbitration Board Claim for this Project for
Lump Sum \$34,500.00, today. Supplemental
Agreement to be processed as soon as possible.


Willard R. Elsberry, President

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

Post Office Box 1249
Bartow, Florida 33830
(813) 533-8161 ext. 2222
July 21, 1995

BEN G. WATTS
SECRETARY

Mr. Willard R. Elsberry
Superior Paving, Inc.
2600 Saluda Road
Lakeland, Florida 33801

RE: **Construction Delay Claim**
SR 539, Kathleen Road to Montrose Avenue
WPI No. 1118340
State Project No. 16004-3502
FAP No. M-0785(2)
Polk County

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Sincerely,

Glenn N. Ivey, P.E.
District Construction Engineer

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GNI:RER:clw

Mr. Bill Deyo
Mr. R. C. Mervine
Mr. J. B. Lairscey
Mr. R. L. Langley
████████████████████

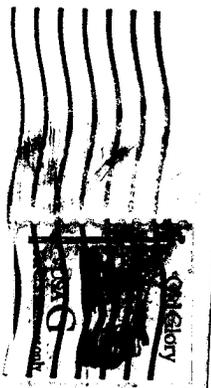
(Signature) (Date)

(Name & Title-Type or Print)

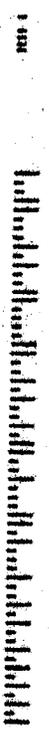
(Corporate Name-Type or Print)



2800 SALUDA RD.
LAKELAND, FLORIDA 33801



Mr. H. Eugene Cowger, Chairman
State Arbitration Board
1022 Lothian Drive
Tallahassee, FL 32312-2837





SUPERIORSM
Paving, INC.

2600 SALUDA ROAD
LAKELAND, FLORIDA 33801
Telephone 941 665-0961 Fax 941 667-0721
FLORIDA LICENSE # CU C08678

June 7, 1995

State Arbitration Board
1022 Lothian Drive
Tallahassee, Florida 32312-2837

Re: Request for Arbitration of A Claim
For Equitable Compensation
Job No. 16004-3502, POLK COUNTY

Gentlemen:

The enclosed package of documents accompanied by our check payable to State Arbitration Board for \$1,500.00 is submitted as our claim for arbitration for Job No. 16004-3502.

Please set a hearing for this claim and advise us your schedule.

We will make an oral presentation during the hearing, which may include showing video-taped views of selected jobsite conditions taken at the construction site.

Very truly yours,

SUPERIOR PAVING, INC.

Willard R. Elsberry,
President

file \srarbbd6.695

Enclosures (4 claim forms package)
(Check for \$1,500.00)

cc: W. Lex Chance, P.E. State Estimates Engineer (by: Tom C. Aldridge, P.E.)

AIRBILL
PACKAGE
TRACKING NUMBER

2618523714

USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIRWAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.



4207M

2618523714

SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER

1269-4115-3

Date

06/07/95

From (Your Name) Please Print

W. R. Elsberry

Your Phone Number (Very Important)

(813) 665-0961

To (Recipient's Name) Please Print

Eugene Cowger

Recipient's Phone Number (Very Important)

(904) 942-0781

SUPERIOR PAVING INC
Street Address

STATE ARBITRATION BOARD
Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes.)

1007 Desoto Park Drive, Suite 202

Tallahassee

2600 SALUDA RD

State

FL

ZIP Required

33801

City

State

FL

ZIP Required

32301

YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice)

17815 POLK

PAYMENT 1 Bill Sender Acct. No. Read 2 Bill Recipient's FedEx Acct. No. Fill in Account Number below 3 Bill 3rd Party FedEx Acct. No. Fill in Account Number above (req'd.) 4 Bill Credit Card Fill in Credit Card No. below (req'd.) Exp. Date

5 Cash Check Acct./Credit Card No.

IF HOLD AT FEDEX LOCATION, Print FEDEX Address Here

Street Address

City

State

ZIP Required

4 SERVICES (Check only one box)

Priority Overnight (Delivery by next business morning)
11 OTHER PACKAGING
16 FEDEX LETTER
12 FEDEX PAK*
13 FEDEX BOX
14 FEDEX TUBE
Economy Two-Day (Delivery by next business day)
30 ECONOMY*
Government Overnight (Delivery by next business morning)
46 GOVT LETTER
41 GOVT PACKAGE
Freight Service (See package label for details)
70 OVERNIGHT FREIGHT**
80 TWO-DAY FREIGHT**

5 DELIVERY AND SPECIAL HANDLING (Check services required)

Weekday Service
1 HOLD AT FEDEX LOCATION WEEKDAY (Fill in Section H)
2 DELIVER WEEKDAY
Saturday Service
31 HOLD AT FEDEX LOCATION SATURDAY (Fill in Section H)
3 DELIVER SATURDAY (Extra charge) (Not available to all locations)
9 SATURDAY PICK-UP (Extra charge)
Special Handling
4 DANGEROUS GOODS (Extra charge)
5 DRY ICE (Dangerous Goods Shipper's Declaration not required)
12 HOLIDAY DELIVERY (if offered) (Extra charge)

6 PACKAGES WEIGHT in Pounds Ounces
Total Total
DIM SHIPMENT (Chargeable Weight)
X W X H
Received At
1 Regular Stop 3 Drop Box
2 On-Call Stop 4 B.S.C. Station
7 Release Signature

Emp. No. Date Federal Express Use
 Cash Received
 Return Shipment
 Third Party Chg. To Del. Chg. To Hold
Street Address
City State Zip
Received By
X
Date/Time Received FedEx Employee Number
REVISION DATE 4/94
PART #145412F XEM 7/94
FORMAT #160
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