



1940.14-1


January 29, 2015

02/05/15 14:17:50  
Procurement Division

**MEMORANDUM**


**TO:** James R. McCain, Jr.  
Corporation Secretary/Assistant General Counsel

**THROUGH:** C. Ronald Belton, Assistant to the Mayor/Chief Financial Officer

**FROM:** Thomas G. McKnight   
Capital Improvement Construction Manager

**SUBJECT:** Willow Branch Avenue and Riverside Avenue Intersection Improvements  
Contractor: The Touring Company.  
Contract No: 9435-12

Forwarded herewith for execution is Change Order No. 1 for subject project.

Original Contract Amount .....	<del>\$324,762.23</del> <sup>\$ 324,763.23</sup> 
Previous Change Order No. 0.....	\$0.00
Change Order No. 1 .....	\$110,733.60
Total Revised Contract Amount.....	\$435,496.83
Account Number .....	See attached

This office recommends the Change Order be approved by your office, the Office of General Counsel, and Mayor Brown, in accordance with Executive Order No. 13-05.

- Attachments: 1. Change Order  
2. Back-up Information  
3. Legal Request Memorandum

TGM:lw

CHANGE ORDER TRACKING SHEET

Description of Project	Willowbranch / Riverside	
Change Order Number	1	PLEASE KEEP THIS FORM WITH THE ATTACHED CHANGE ORDER
Contract Number	9435-12	

	Action	Date Received	Date Signed	Date Forwarded	Signature	Days
1	Date Initiated	N/A	N/A			
1A						
2	Contractor Execution					
3	Construction Management					
4	Using Agency	01/16/15	1/20/15	1/20/15	John D. Long L	4
5	JEA (if applicable)					
6	City Engineer	1/23/15	1/26			
7	C/O Review	1/8/15	1/8/15	1/8/15	DDL	
8	Director of Public Works	1/20/15	1/20/15	1/20/15		
9	Admin/Finance Clerk	2/3/15	2/3/15	2/4/15	[Signature]	
10	Buyer	2/5/15	2/6/15	2/6/15	[Signature]	
11	Chief of Procurement	2/6	2/10	2/10	no	
12	Director Finance					
13	Asst. General Counsel					
14	CAO/Mayor					
15	Asst. General Counsel					
	Total Processing Days:					

Attention Change Order reviewers and signatories:

Please assist in expediting this change order by reviewing, signing, and forwarding immediately to the next step. Thank you in advance for your efforts to reduce contract change order processing times.

James M. Robinson, P.E.  
Director of Public Works

CITY OF JACKSONVILLE  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CONSTRUCTION CHANGE ORDER

Change Order No. One (1) Date December 22, 2014  
 Description of Project Willow Branch Avenue and Riverside Avenue Intersection Improvements  
 Name of Contractor The Touring Company  
 Contractor's Address 8833 Perimeter Park Boulevard, Suite 201, Jacksonville, Florida 32216  
 Contract No. 9435-12  
 Account No. PWCP462SD-06505-PW0072-01 Original Contract \$324,762.23  
 + Previous Change Orders 0 + Change Order No. 1 \$110,733.60 ✓  
 \*See attached appendix for additional listings.

TOTAL REVISED CONTRACT \$435,496.83 ✓  
 Bid Number CP-0076-11 Original Construction Completion Date August 25, 2013  
 Revised Construction Completion Date February 19, 2014  
 Original Contract Expiration Date December 23, 2013  
 Revised Contract Expiration Date November 30, 2014

In compliance with General Conditions of above-referenced contract, CONTRACTOR and OWNER do both hereby agree that the CONTRACTOR shall make the following changes, additions or deletions to the Work specified in the plans and specifications: See attached. Add 178 and 342 non-compensable calendar days to construction completion and contract expiration dates respectively. This change order represents the maximum value to which the OWNER agrees CONTRACTOR may be entitled for the included items. The parties agree that the execution of this change order does not waive CONTRACTOR's or OWNER's right to seek additional change orders or pursue additional payment for disputed items quantities and/or costs under the contract. The parties further agree that this change order does not waive any defenses in whole, or in part, that OWNER may have to any claims by CONTRACTOR for additional compensation under the contract, or relating to this project.

Justification: See attached. In addition, this Change Order is for the reconciliation of field measured final quantities and items claimed by CONTRACTOR. It is primarily based on the recommendations of the City Construction Claims Dispute Review Board (CCDRB) dated 11/7/14.

The Issuing Authority has looked over cost and pricing data for this change order and has determined that this change order is necessary and all costs are reasonable.

Accepted for Contractor The Touring Company, Inc.

Signed [Signature] Attest [Signature]  
 Title PRESIDENT Title PROJECT MANAGER  
 Date 12/23/14 Date 12/23/14

Signed Construction Management By [Signature] 12.6.14  
 Issuing Authority Thomas G. McKnight Date  
 Capital Improvement Construction Manager

Signed Right-of-Way and Stormwater Maintenance By [Signature] 1/20/15  
 Using Division Div/Department Head Date

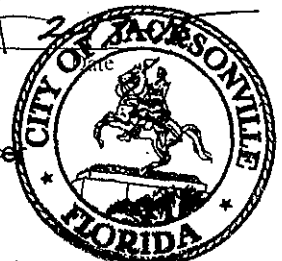
Chief Engineering & Construction Mgmt Div [Signature] 1/26/15 [Signature] 2-13-15  
 Date Date Assistant Counsel Date

Director of Public Works [Signature] 1/28/15 [Signature] 2/13/15  
 Date Date Mayor Date

Chief of Procurement [Signature] 2/11/15 [Signature] 2/13/15  
 Date Date Corporation Secretary Date

Director of Finance [Signature] 2/13/15  
 Date

Cleveland Ferguson III  
 Deputy Chief Administrative Officer  
 For: Mayor Alvin Brown  
 Under Authority of:  
 Executive Order No. 2015-01



9435-12  
 [Handwritten initials]

SUBJECT: WILLOW BRANCH & RIVERSIDE AVE. INTERSECTION IMPROVEMENT

BID# CP-0076-11

OPEN DATE: 2011-04-13

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:  
CONSTRUCTION PARTICIPATION

AGENCY: **PUBLIC WORKS**

BASIS OF AWARD: **TOTAL LUMP SUM BASE BID**

NUMBER OF BIDS INVITED 20 NUMBER RECEIVED 9 OTHER 0


**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Subject bid was awarded on 05/16/11 to The Touring Company, Inc., in the amount of \$324,763.23; Amended on 05/31/11 to correct bid title only.

Recommend approval of change order #1 to The Touring Company, Inc., in the amount of \$110,733.60 for a revised maximum indebtedness to the city not-to-exceed \$435,496.83.

Funding for this award to be encumbered by account: PWCP462SD-06505-PW0072-01 to be executed by contract amendment through Office of General Counsel.

Attachments: Recommendation Memo, Change Order, Previous Award(s)

 BUYER: Marilyn Laidler  
MARILYN LAIDLER

RESPECTFULLY SUBMITTED: Gregory Pease  
GREGORY PEASE, CHIEF  
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Chief, Engineering and Construction Management Division**

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING \_\_\_\_\_ DATE: 01/22/15

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

OTHER: \_\_\_\_\_

ACTION OF AWARDING AUTHORITY \_\_\_\_\_ DATE: 1/22/15

APPROVED  \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION [Signature]

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

WILLOW BRANCH & RIVERSIDE AVENUES INTERSECTION IMPROVEMENT  
 CONTRACT 9435-12  
 CHANGE ORDER 1

Bid Item No.	Description	Unit	Estimated Qty	Unit Cost	Orig Contract Cost	Final Reconciliation of Undisputed Qty's	Qty Diff (Final - Orig)	Revised Contract Amt
1	MOBILIZATION	LS	1	\$11,000.00	\$ 11,000.00	1.1832	0.1832	\$ 13,015.20
2	SITE PREPARATION	LS	1	\$30,000.00	\$ 30,000.00	1.1832	0.1832	\$ 35,496.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 7,433.00	\$ 7,433.00	1.1832	0.1832	\$ 8,794.73
4	AS-BUILT DRAWINGS	LS	1	\$ 1,200.00	\$ 1,200.00	1.03	0.0300	\$ 1,236.00
5	EROSION CONTROL AND POLLUTION ABATEMENT	LS	1	\$ 3,500.00	\$ 3,500.00	1.1832	0.1832	\$ 4,141.20
6	PROJECT SIGN	EA	2	\$ 400.00	\$ 800.00	2.00	0.0000	\$ 800.00
7	REGULAR EXCAVATION & FILL	LS	1	\$32,750.00	\$ 32,750.00	1.03	0.0300	\$ 33,732.50
Items 8 - 10, see below								
11	ASPHALT MILLING (DEPTH VARIES) (2" AVERAGE)	SY	650	\$ 16.72	\$ 10,868.00	640.00	(10.0000)	\$ 10,700.80
12	ASPHALTIC CONCRETE TYPE (S-I) (1 1/2") (OVERLAY)	SY	1135	\$ 10.21	\$ 11,588.35	1,159.00	24.0000	\$ 11,833.39
13	ASPHALTIC CONCRETE TYPE (S-II) (1")	SY	485	\$ 20.37	\$ 9,879.45	509.00	24.0000	\$ 10,368.33
14	BASE, 8" COMPACTED LIMESTONE (8")	SY	485	\$ 18.00	\$ 8,730.00	509.00	24.0000	\$ 9,162.00
15	12" STABILIZED SUBGRADE	SY	525	\$ 7.20	\$ 3,780.00	549.00	24.0000	\$ 3,952.80
16	HEADER CURB CONC (CITY STANDARD)	LF	276	\$ 14.00	\$ 3,864.00	304.00	28.0000	\$ 4,256.00
17	CURB TRANSITIONS	LF	55	\$ 14.00	\$ 770.00	45.00	(10.0000)	\$ 630.00
18	PRECAST CONCRETE BOX CULVERT 12' x 6'	LF	69.6	\$ 623.00	\$ 43,360.80	69.60	0.0000	\$ 43,360.80
19	PRECAST BOX CULVERT END SECTION	EA	2	\$ 7,788.00	\$ 15,576.00	2.00	0.0000	\$ 15,576.00
20	CAST IN PLACE CONCRETE (CLASS IV) WITH REINFORCING STEEL FOR TOE SLAB AND CUTOFF WALL	CY	4.8	\$ 300.00	\$ 1,440.00	4.80	0.0000	\$ 1,440.00
21	CAST IN PLACE RETAINING WALL	LF	116	\$ 172.00	\$ 19,952.00	116.00	0.0000	\$ 19,952.00
22	CONNECT PROPOSED CAST IN PLACE RETAINING WALL TO EXISTING WALL	EA	4	\$ 550.00	\$ 2,200.00	4.00	0.0000	\$ 2,200.00
23	PEDESTRIAN BRIDGE CONSTRUCTION (INCLUDING RAILINGS)	LS	1	\$37,145.00	\$ 37,145.00	1.00	0.0000	\$ 37,145.00
24	CONC. PIPE CULVERT 15" (RCP)	LF	25	\$ 39.99	\$ 999.75	27.00	2.0000	\$ 1,079.73
25	CONC. PIPE CULVERT 18" (RCP)	LF	48	\$ 66.00	\$ 3,168.00	84.00	36.0000	\$ 5,544.00
26	CITY STANDARD CURB INLET	EA	3	\$ 1,486.00	\$ 4,458.00	6.00	3.0000	\$ 8,916.00
27	CITY STANDARD TYPE C INLET (MODIFIED) WITH 1/2" WIDE CONCRETE COLLAR	EA	1	\$ 977.00	\$ 977.00	1.00	0.0000	\$ 977.00
28	4" STEEL CASING PIPE	LF	16	\$ 40.00	\$ 640.00	16.00	0.0000	\$ 640.00
29	BALUSTRADE	LF	86	\$ 349.58	\$ 30,063.88	0.00	(86.0000)	\$ 30,063.88
30	CONCRETE, 5" THICK (DRIVEWAY)	SY	17	\$ 35.00	\$ 595.00	17.00	0.0000	\$ 595.00
31	STAMPED SIDEWALK, CONCRETE (4")	SY	265	\$ 54.00	\$ 14,310.00	268.00	3.0000	\$ 14,472.00
32	SOD (MATCH EXISTING)	SY	1100	\$ 3.89	\$ 4,279.00	1,868.00	768.0000	\$ 7,266.52
33	18" THICK RUBBLE RIP-RAP	SY	15	\$ 52.00	\$ 780.00	15.00	0.0000	\$ 780.00
34	SIGN, SINGLE POST (<12 SF)	AS	1	\$ 225.00	\$ 225.00	0.00	(1.0000)	\$ (225.00)
35	RELOCATE EXISTING SIGN, SINGLE POST	AS	2	\$ 150.00	\$ 300.00	2.00	0.0000	\$ 300.00
36	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	12	\$ 75.00	\$ 900.00	12.00	0.0000	\$ 900.00
37	TRAFFIC STRIPE SOLID (YELLOW) THERMOPLASTIC ( 6")	LF	428	\$ 5.00	\$ 2,140.00	428.00	0.0000	\$ 2,140.00
38	TRAFFIC STRIPE SOLID (WHITE) THERMOPLASTIC ( 24")	LF	25	\$ 12.00	\$ 300.00	25.00	0.0000	\$ 300.00
SUBTOTAL 1								\$ 341,541.88

\* ballustrade not installed as of 12/17/14

JUSTIFICATION: Reconcile agreed upon quantities, all field measured.

WILLOW BRANCH & RIVERSIDE AVENUES INTERSECTION IMPROVEMENT  
 CONTRACT 9435-12  
 CHANGE ORDER 1

Bid Item No.	Description	Unit	Estimated Qty	Unit Cost	Orig Contract Cost	Final Reconciliation of Undisputed Qty's	Qty Diff (Final - Orig)	Revised Contract Amt
PER CITY CLAIMS DISPUTE REVIEW BOARD ON 10/30/14- PART "A" OF CONTRACTOR CLAIM								
	WORK DUE TO REPLACEMENT & REPAIR OF COFFERDAMS	LS	0	\$14,163.80	\$ -	1.00	1,0000	\$ 14,163.80
PER CITY CLAIMS DISPUTE REVIEW BOARD ON 10/30/14- PART "B" OF CONTRACTOR CLAIM								
8	HAULING AND DISPOSAL OF UNSUITABLE MATERIAL (contingency)	CY	100	\$ 14.70	\$ 1,470.00	1,447.00	1,347.0000	\$ 21,270.90
9	OVEREXCAVATION (contingency)	CY	100	\$ 12.89	\$ 1,289.00	453.00	353.0000	\$ 5,839.17
10	A-3 SAND BACKFILL (contingency)	CY	100	\$ 20.32	\$ 2,032.00	1,447.00	1,347.0000	\$ 29,403.04
PER CITY CLAIMS DISPUTE REVIEW BOARD ON 10/30/14- PART "D" OF CONTRACTOR CLAIM								
18a	A'DDL CAST IN PLACE RETAINING WALL (Field Measured)	LF	0	\$ 301.82	\$ -	75.00	75.0000	\$ 22,636.50
PER CITY CLAIMS DISPUTE REVIEW BOARD ON 10/30/14- PART "F" OF CONTRACTOR CLAIM								
	WORK DELAY- REMOVE TREE STUMP	LS	0	\$ 641.54	\$ -	1.00	1.0000	\$ 641.54
TOTAL					\$ 324,763.23			
							SUBTOTAL 2	\$ 93,954.95
							TOTAL 1 + 2	\$ 435,496.83

JUSTIFICATION: Additional scope of work. Contractor & the City agree either in full or in part to the CCDRB determination (attached).

Revised Contract Amount \$435,496.83 - Original Contract Amount \$324,763.23	\$ 110,733.60
*Minus Balustrade Work not Installed to Date	\$ 30,063.88
Subtotal Amount Owed to Contractor to Date upon Execution of Change Order 1	\$ 80,669.72
Less 5% Retainage	\$ 4,033.49
Total Amount (Invoice 10 when submitted) Owed to Contractor to Date upon Execution of Change Order 1	\$ 76,636.23

NOTE: The Touring Company (TTC) acknowledges that the disbursement of the Change Order 1 amount, \$110,733.60, will be via joint checks to TTC and its suppliers, subcontractors, etc.. TTC also agrees that upon full execution of Change Order 1, they will invoice the City for \$76,636.23. Upon receiving this amount, TTC then agrees to fabricate and install the balustrade and complete the punch list item(s), including but not limited to, pouring concrete drainage structure inverts. The contract line item 29 cost for the balustrade, \$30,063.88, will be disbursed upon installation, invoicing and City acceptance. The remaining balance of this Change Order, \$4,033.49, will be disbursed in full upon City acceptance of the completed punch list item(s).

**CITY CONSTRUCTION DISPUTE RESOLUTION BOARD**

**IN RE: Willow Branch and Riverside  
Intersection Improvement**

**Contractor/Petitioner:  
The Touring Company, Inc.**

**Contract No.: 9435-12**

This case came on to be heard on Thursday, October 30, 2014, pursuant to Executive Order 98-01, on the claim brought by The Touring Company, Inc. ("Petitioner" or "TCI") to recover additional amounts claimed to be due in the above-referenced matter pursuant to a proposed change order and performance of punch list items. The amount sought as to the proposed change order exceeded \$250,000.00.

The Board members present were Andy Cummings, P.E., William Joyce, P.E., and Mike Wedner, Senior Assistant General Counsel. Board member Cheryl R. Robitzsch, P.E. was excused. The Board heard direct testimony<sup>1</sup> from Mr. David E. Touring, President, on behalf of Petitioner, and John Moye, P.E., Franklin Morrison, P.E., William Flick, P.E., and Mr. Tom McKnight on behalf of the City. The Board also received and reviewed extensive documentation presented on behalf of the parties and heard opening statements and closing arguments from Petitioner and from counsel on behalf of Respondent City.

By way of overview, the project before the Board was not an easy one. The work site was compact and in a well-established neighborhood, such that staging space was at a premium. Existing facilities were quite old and in a fragile condition. Initial delays before the outset of the project moved the performance timeframe back so as to fall outside of the relatively drier period of time the Petitioner had anticipated within which to do its work. There was at least one very heavy rain event which occurred which caused further setback. There also was considerable interest on the part of a local Council Member and an impending event in mid-December 2013 which added time pressures for completion for the work, given earlier delays.

There were some unusual aspects to the evidence from the parties. Petitioner's President testified that representations were made orally at the site that if Petitioner continued the project and did not demobilize while conflicts arose and were resolved, matters would be reconciled at the conclusion of the work and additional payment would be forthcoming, in accord with prior City contracts and practices. This could have lulled Petitioner into not submitting documentation required by the contract documents. In addition, the "unsuitable soils" present throughout the work far exceeded the quantity initially projected. Rather than 73 cubic yards being present, over 1500 cubic yards had to be removed, and suitable replacement soil brought in. There also was a dispute as to whether site dewatering could continue during overnight hours. There was a conflict as to whether directions were given for the dewatering pumping to stop due to noise issues. The Petitioner contends that such directions were given, while the City denies that. This caused the length of the project to take well in excess of what would normally have been anticipated. Further complications were present and involved, among other factors, underground

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<sup>1</sup> Although no one who spoke was sworn and under oath, for convenience of reference, the remarks made by the representatives of the parties present, except for legal counsel, are referred to as testimony.

issues with JEA's utilities and valves which did not work, and issues involving the City's EQD and Risk Management functions. The Board did not address either the EQD portion of the dispute or the Risk Management portion, as each of those is beyond this Board's purview.

Another factor which was of significance to the Board involved the plans and specs for the work. For instance, the cofferdam details provided in the drawings were inappropriate for the wet environment in which the work would be done. This is addressed further below. In addition, scant information was provided to determine the extensive amount of unsuitable soil which would have to be dealt with. This also is addressed further below.

While numerous contract provisions cited by the City could apply to bar some or all of the recommended amounts below, one of the express purposes of this Board is to attempt to achieve resolution of claims without the parties having to resort to extensive and expensive litigation. With this in mind, the Board has carefully considered the evidence and is recommending what it believes to be a fair and equitable resolution under the circumstances, given some of the project challenges and conflicting evidence the Board received. Should litigation ensue, the contractual provisions no doubt will receive further consideration, and per the Executive Order governing this Board, this order and recommendation will be inadmissible in evidence.

The Board's findings are provided generally in the order they were presented at the hearing and in the documentation.

#### PART A- WORK DUE TO REPLACEMENT AND REPAIR OF COFFERDAMS

The Board found the plans prepared by the City lacked sufficient information concerning both the amount of stormwater Petitioner would have to contend with and options to reroute stormwater during construction phasing. The cofferdam details included in the plans were inappropriate for the conditions specified and Petitioner built the cofferdams in good faith. The Board felt Petitioner was entitled to the cost of building cofferdams twice, but not the third time. Therefore, TCI is entitled to one half the value of the requested cofferdam reconstruction cost, or  $(0.5) \times \$10,330.69 = \$5,165.35$ . The Board felt the City should pay the entire cost of the Port-a-dams that were ultimately used to block the flow of Willow Branch Creek.

The following amount is recommended:

Part A, Items 1 thru 8 = \$ 5,165.35

Part A, Items 9 thru 15 = 8,998.45

TOTAL - PART A \$14,163.80

#### PART B - UNSUITABLE SOIL EXCAVATION AND REMOVAL

The City's plans did not correctly identify the amount of unsuitable excavation that was included in the Bid Item for Regular Excavation & Fill - Lump Sum. The plans only identified



73 CY of unsuitable excavation (sheet 9) within the project limits. Petitioner was directed to dispose of stockpiled material because it was unsuitable to be used as fill. It removed the stockpiled material with the understanding it would be compensated at the bid prices for the Contingency Bid items in the contract. Items 1, 2, 3 & 6 were not affected by this the work and therefore should not be included in the cost of this request. Item 8, - Hauling and Disposal of Unsuitable Material, Item 9 – Overexcavation, Item 10 - A-3 Sand Backfill, and Item 32 - Sod quantities should be paid by the City. Note Item A - Standard Profit should be reduced to 10% per Section 20.34.2.3. Additional mark-up is limited to 10% when a subcontractor performs the work.

Neither party requested renegotiation of the contingency pricing in the contract, and either could have, or perhaps should have, done so. The Board has taken this into account in its calculations. The following amount is recommended:

Part B, Item 8 =	\$21,270.90
Part B, Item 9 =	5,839.17
Part B, Item 10 =	29,403.04
Part B, Item 32 =	<u>2,917.50</u>
Subtotal =	\$59,430.61
Profit 10% =	<u>5,943.06</u>
TOTAL – PART B =	\$65,373.67

PART C – PLAN AMENDMENT NO. 1

No request was made for compensation by Petitioner.

PART D – ADDITIONAL RETAINING WALL

The City agreed TCI was entitled to an additional 100 LF (linear feet) of cast-in-place retaining wall within Willow Branch Creek. The number of days it took to construct the retaining walls was its responsibility. Petitioner's own documentation indicates the construction should have taken 14 days, not the 69 days it did take. The Board has concluded that the City did not direct Petitioner to turn off any dewatering pumps during the construction of the retaining wall, and Petitioner's President testified the decibel level of the pumping equipment did not exceed the City's noise ordinance limits.

The following amount is recommended:

Part D, Item 1 =	\$20,170.00
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Part D, Item 4 =	3,028.01
Part D, Item 5 =	<u>4,239.89</u>
Subtotal =	\$27,437.90
Profit 10% =	<u>2,743.79</u>
TOTAL – PART D =	\$30,181.69

**PART E – ADDITIONAL SURETY COST**

From the documentation provided, it does not appear the City has requested additional surety for this project. Since the City has not made a request per Section 20.45.4, this request is not warranted.

**PART F – WORK DELAY**

Delay due to RFI No. 1: Since RFI No. 1 had to do with the JEA facilities, any delay claim regarding this RFI should be pursued with JEA if Petitioner is so inclined.

Delay due to tree removal: Petitioner did not provide any documentation that it could not work at other locations within the project during the tree removal process. Request for additional compensation is not warranted.

Delay due to stump removal: The City should pay TCI \$641.54 for the removal of the tree stump.

Delay from third washout of cofferdams: The construction of the cofferdam for the 3<sup>rd</sup> time was at the risk of Petitioner. Request for additional compensation is not warranted.

**TOTAL AMOUNT Recommended:**

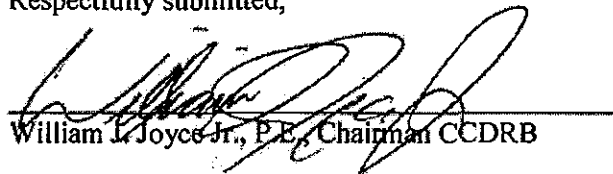
Part A Total	\$ 14,163.80
Part B Total	65,373.67
Part C Total	0.00
Part D Total	30,181.69
Part E Total	0.00
Part F Total	<u>641.54</u>
GRAND TOTAL	\$110,360.70

In addition, Petitioner needs to complete the following punch list items:

- a) Item 12 – add sod next to sidewalk including trimming of roots;
- b) Item 9 – Inlet S-2B: add concrete invert; and
- c) Complete installation of Balustrades.

For the foregoing reasons, the above findings and conclusions are adopted and approved by unanimous decision by the CCDRB as to this matter.

Respectfully submitted,

  
William J. Joyce Jr., P.E., Chairman CCDRB

Copies to:

David E. Touring, P.E.

Christopher M. Garrett, Assistant General Counsel