

DISPUTE REVIEW BOARD RECOMMENDATION
HEARING NO. 6, Issue No. 2

November 27, 2006

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Ref: FIN # 201213-1-52-01
 State No.: 16320-1409
 I-4/US 98 Interchange

Subject: Hearing #6-2 Dated 17 November 2006,
 Issue, Limerock Base Failure on Ramp A

Disputes Review Board Recommendation

Gentleman,

Hubbard Construction Co.(HCC) and the Owner, Florida Department of Transportation (FDOT) requested a Dispute Review Board Hearing on the above referenced project. The I-4 / US 98 Project is a complete rebuild of the interchange, including bridges, roadway asphalt and concrete paving, utilities, drainage facilities and noise barrier walls.

ISSUE OVERVIEW SUMMARY:

As part of the construction process, the contractor HCC was to provide new ramp construction for the intersection of I-4 and US 98. At an area, designated as Ramp A, where the new ramp alignment crossed over an existing ramp alignment, the underlying material failed. This failure occurred during the placement of the first lift of Superpave Traffic Level E. When this failure occurred the Contractor requested direction from the Department as to how to proceed. The Department advised the Contractor to “remove and replace the unsatisfactory work product or propose an alternative option.” There was a 450 mm (18”) RCP running parallel to the ramp, that was installed by the Contractor’s subcontractor.

Contractor Position – Claim #6 - 2

The contractor's position is summarized as follows from excerpts of Position Papers provided by HCC:

"During paving operations on April 19, 2004 on Ramp A, Hubbard was notified by OPC (paving subcontractor) that the limerock base was failing under the compaction efforts for the first Lift of Superpave; The underlying work in this area, including the embankment, Type B stabilization, and 12.5" Limerock Base (Group 12) had been placed, tested, and accepted in accordance with the specifications. Storm drainage running parallel to the ramp underneath the outside edge of the 3.0M (10') shoulder on the north side of the ramp was installed in the phases as shown in the TCP prior to obliteration of the existing ramp. Prior to construction of the embankment the new pavement section the existing ramp asphalt was milled and the existing base was excavated. Hubbard came to the conclusion, based upon our past experiences and those of OPC that the compactive effort required to achieve the specified density requirements for the Superpave Asphalt are such that it caused the underlying materials to fail, even though the underlying materials were placed and tested in accordance with the contract specifications. As this was an isolated incident on the project and occurred in the area where the new Ramp alignment crossed the existing ramp alignment, failure of the existing embankment not constructed by Hubbard is indicated." Hubbard is requesting that the board find for entitlement to compensation for additional costs in accordance with Contract Provisions –Supplemental Specification 4-3.5 Extra Work and Supplemental Specifications 4-3.7 Differing Site Conditions.

FDOT Position – Claim # 6-2

The Department's position is summarized as follows from excerpts from the:

"The Contractor's implication that the compaction of the existing Ramp A roadbed is questionable is unfounded. Especially since the 1999 average Daily Traffic Count was well over 6600 vehicles per day on the ramp and no sign of settlement was documented prior to the construction of the new ramp. In addition, the Contractor did disturb the existing roadbed when removing the old roadway. The Contractor has failed to provide facts which substantiate their position."

"The Contractor's facts actually support the Department's position. The HCC letter dated April 23, 2004 stated that no unforeseen subsurface condition existed at the location of the assumed base failure. HCC stated their findings were as follows:

- The water table was approximately 1.8 meters below asphalt surface.
- No excess moisture was found in the base or subgrade.
- No subsoil excavation was required by the plans at this location.
- No unsuitable materials were identified.

The onsite field inspection of the exposed pipe sections on April, 2004 revealed apparent non-compliant alignment and non-compliant joints gaps."

"The Department believes that the true reason for the settlement at Station 144+80+/- on Ramp A may never be known. However, based on the facts submitted the reason for the settlement is more likely to be because of an area of new embankment, stabilization or base which may not have been compacted to the same degree as that immediately adjacent to the area, or loss of embankment into the storm drainage system as a result of poor joint seating which created a void. One thing we do know is that the facts as presented by HCC and as found by the Department's investigation fail to provide evidence of unforeseen subsurface conditions."

Dispute Review Board Recommendation:

With respect to the Issue of Limerock Base Failure on Ramp A, it is the opinion of the DRB that the Contractor is not entitled to additional compensation under Specification 4-03.5 Extra Work and Supplemental Specification 4-3.7 Differing Site Conditions.

Rationale:

The Contractor, Hubbard Construction Company has not shown that there was a “Differing Site Condition” from what was shown on the plans. After the contractor removed and replaced the previously installed work, both under the Superpave and around the existing 18” RCP, the problem ceased to exist.

Conclusion:

The Board sincerely appreciates the cooperation of all parties and the information presented for review in order to make this recommendation. The Disputes Review Board’s recommendation should not prevent or preclude the parties from negotiating and equitable solution (should it be appropriate) to any issue pursuant to their partnering agreement.

Please remember that a response to the DRB and the other party of your acceptance or rejection of this recommendation is required within 15 days. Failure to respond constitutes acceptance of this recommendation by that party.

I certify that I have participated in all of the meetings of this DRB regarding this Issue and concur with the findings and recommendations.

Respectfully Submitted
Disputes Review Board
Robert P. Bayless, DRB Chairman
Tom Shafer DRB Member
Dallas Wolford, DRB Member

Signed for and with the concurrence of all Members:
Sent by e-mail, hard signed copy to follow by mail
Robert P. Bayless
Robert P. Bayless
DRB Chairman

Dallas Wolford
Tom Shafer