

## DISPUTES REVIEW BOARD RECOMMENDATION

16 September, 2007

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Ref: US 17 from North of Peace River to Tropicana Rd. Financial Project ID: 194093-1-52-01: WPI State Job No.: 1111277: Contract No.: T1009: Hardee County: Disputes Review Board hearing regarding entitlement to compensable days for Pipe repair and the use of laser video for a higher standard of compliance.

Dear Sirs:

The Florida Department of Transportation and Freedom Pipeline Corporation requested a hearing concerning the above referenced issue. The Board has separated the issues and will address them as such.

### **CONTRACTORS POSITION ISSUE NO. 1**

We will state the Contractors position by referencing, copying and paraphrasing their position paper and input from the hearing. Should the reader need additional information please see the complete position paper by the Contractor.

The Contractors position paper has the following statements and references to document their claim for entitlement.

“The Florida Department of Transportation (“FDOT”) has not full compensated FPC for repairs to defective pipe, and that FPC is due additional compensation and time for the additional unforeseen work making the repairs to the defective pipe;

FPC is entitled to a compensable time extension;

Summary of the Issue: ... In regard to one of the repairs, FPC submitted its actual cost and time for removing the guardrail post, repairing the pipe, and reinstalling the guardrail for \$8,420.55 and two (2) compensable days. URS

and FDOT acknowledge that part of the repairs are the responsibility of the FDOT and issued unilateral payment (SA 89) for \$5,715.00 and zero (0) days.

FPC has and continues to act in good faith and performed the additional unforeseen work repairing the damaged pipe associated with defective and deficient design. The FDOT and URS have not acted in good faith or in accordance with the contract in compensating FPC for this additional unforeseen work and granting final acceptance.

In accordance with Supplemental Specification 008; Section 8-7.3.1 Increased Work and Section 8-7.3.2 Contract Time Extensions states in part the following:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid.

Controlling Work Items are defined in the Special Provisions as follows:

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

FPC submitted a schedule update dated 1/21/07 showing the repairs to the pipe and guardrail as critical controlling items of work.

In regard to compensable days,

Supplemental Specifications 004 Alterations of Plans; 4-3.2 Increase, Decrease or Alteration in the Work states in part the following:

- (a) Labor: direct labor and burden ... plus a mark-up of 25%
- (b) Materials actual cost ... plus 17.5%
- (c) Equipment: ... 100% of the "Rental Rate Blue Book" for actual time "" and ... 50% ... standby ... the Department will allow a 7.5% mark-up thereon.

- (d) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 ...
- (e) General Liability Insurance and Bond: a mark-up of 1.5%

Next, FDOT & URS is interpreting the last two paragraphs on page 87 "as full and final" which states in part the following:

The markups in (a) (b) (c) and (e) above include all indirect cost and expenses of the Contractor, including but not limited to overhead of any kind, and reasonable profit.

The monetary compensation provided for above constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional compensation for any direct or indirect costs or profit for any such additional work. ..

URS / FDOT is stopping there and not continuing to the last sentence which states in part the following:

.... Except (a) as is provided above when the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually delays completion of the project due to no fault of the Contractor or (b) only as provided for under 5-12.6.2.1 and 5-12.6.2.2

5-12.6.2.2 Compensation for Indirect Impacts of Delay which states in part the following:

...the Department will compensate the Contractor for jobsite overhead and other indirect impacts of delay, ... according to the formula set forth below:

$$\frac{A \times C}{D} = B$$

- Where A= Original Contract Amount
- B= Original Contract Time
- C=8%
- D= Average Overhead Per Day

The fact is that the FDOT added new work to the contract for the additional unforeseen work associated with repairs to damaged pipe, and has only partially compensated FPC for the work by utilizing a unilateral payment (SA 89). The FDOT has not properly compensated FPC for the additional time or money required to perform the additional unforeseen work, has refused to

apply the contractual formula stipulated in 5-12.6.2.2 for compensable days...

The Florida Department of Transportation (“FDOT”) has not fully compensated FPC for repairs to defective pipe, and that FPC is due additional compensation and time for the additional unforeseen work making the repairs to the defective pipe;

- In regard to the guardrail penetrating the pipe, FPC submitted its actual cost and requested a compensable time extension.
- FDOT issued unilateral payment SA 89, but did not grant compensable days or extend the contract.”

### **DEPARTMENT’S POSITION ISSUE NO. 1**

We will state the Department’s position by referencing, copying and paraphrasing their position paper and input from the hearing. Should the reader need additional information please see the complete position paper by the Department.

The Department’s position paper has the following statements and references to document their claim for no entitlement to FPC for compensable days.

“The storm sewer piping between structures S-206 and S-207 was compromised by installation of a guardrail post. This was an apparent plan error and as such Unilateral Payment (SA89) was issued. The contractor was compensated for time and materials in accordance with Specification 4-3.2. The Department contends that the Contractor is not entitled to compensable days.”

In the hearing the Department stated that there was no request made by FPC to say that this repair was a delay to the Project. The statement was that FPC did not comply with specifications in noticing the Department of a delay.

### **FINDINGS OF FACT ISSUE NO. 1**

The Board’s decisions are governed by the plans, specifications (standard, supplemental, technical, special), and the contract. Therefore our recommendation is based on the above referenced documents and the following facts.

1. This is extra work (acknowledged by FPC and FDOT) therefore Specification 4-3.5 states that it will be paid in accordance with Specification 4-3.2.

2. There was no notification given by the Contractor that this extra work was cause for a delay. The Contractor did not comply with Specification 5-12 which states 5-12.1 *When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to ... additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.*

*5-12.2.1 Claims for Extra Work, Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall notify the Engineer in writing of the intention to make a claim for additional compensation before beginning the work on which the claim is based and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay. If such notification is not given and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment and time, the Contractor waives the claim for additional compensation or a time extension,*

3. The Contractor did submit a letter notifying the Department of additional cost for the repair but did not give notice of a time delay. Therefore the Department was not afforded the opportunity to track the cost and time associated with the repair.
4. The Contractor and the Department agreed, at the Hearing, that the monetary compensation was acceptable to both parties. The issue that remained was compensable time.

### **RECOMMENDATION ISSUE NO. 1**

The Board finds that the Contractor is not entitled to compensable days as requested for the pipe repair. Freedom Pipeline was not in compliance with Specification 5-12 in notification of the delay therefore they waived their right to claim for those days.

### **CONTRACTORS POSITION ISSUE NO. 2**

1. "FPC has fulfilled its contractual obligations associated with the storm pipe on the project;

2. FDOT can not utilize laser video profile or any other standard which is not part of the original contract documents to force the Contractor to meet a higher standard.
3. Any additional repairs that the FDOT is requesting in areas where the design had insufficient cover per Standard 205, should be considered additional unforeseen work and FPC is entitled to an equitable adjustment to its contract.

Summary of the Issue: FPC purchased FDOT approved pipe and installed the FDOT approved pipe in the presence of the URS inspector on the project. URS and the FDOT approved and paid for the pipe as evidenced on pay estimate no. 48 dated 10/15/06. FPC subcontracted with Equitas to perform the video taping of the pipe and the video tapes were submitted to the FDOT. FPC identified defective pipe from the videos which URS concurred with; FPC submitted a repair procedure which was approved, and the repairs were made to the defective pipe... The FDOT has refused to grant "final acceptance" of the project and seven months after FPC completed its video of the pipe, the FDOT started to allege that additional repairs are required, and the FDOT contracted with an outside consultant to utilize inspection standards different than those outlined in the original contract.

FPC submits American In-Line documentation for all repairs to the pipe on the project on 27 February, 2007.

The following sections have been included for information purposes and in support of FPC request.

In accordance with Supplemental Specification 430 "Pipe Culverts and Storm Sewers" Section 430-4 Laying Pipe, 430-4.1 General states in part the following:

Meet the following minimum joint standards:

<u>Pipe Application</u>	<u>Minimum Standard</u>
Storm Drains	Soil Tight

Soil tight joints must be watertight to 2 psi [13.8 kPa].

Paragraph 430-4.8 Final Pipe Inspection states in part the following:

Upon completion of all paving operations, dewater installed pipe and provide the Engineer with video taping schedule. Provide the Engineer with a video tape of pipe 48 inches [1,200 mm] or less in diameter, for examination. The Engineer may waive this

requirement for side drains and cross drains which are short enough to inspect from each end of the pipe. The Engineer will inspect pipe for line and grade, joint gaps, joint misalignment, leaks, damage, and for debris.

Paragraph 430-4.8.1 Video Taping states in part the following:

Provide a high quality VHS format videotape with 460 lines of resolution....Notes should be taken during the video taping. Provide the Engineer with copies of these notes along with the video....

FPC has met all of the contractual requirements associated with the storm pipe. The FDOT has directed additional work associated with making repairs to pipe associated with defective and deficient design.

FPC has performed in accordance with its contractual requirements in installing concrete storm pipe, providing a video of the pipe, and making repairs to defective pipe.

FPC has fulfilled its contractual obligations associated with the storm pipe on the project;

- FPC purchased FDOT Approved Pipe which met Section 941.
- FDOT approved and paid for the installed pipe per pay estimate 48.
- FPC provided a video per the contract.
- FPC provided a repair procedure for defective pipe which was approved.

FPC made repairs and submitted a video of repairs

FDOT can not utilize laser video profile or any other standard which is not part of the original contract documents to force the Contractor to meet a higher standard.

- FPC provided a video per the original contract.
- Over seven (7) months after the video was completed, the FDOT is now utilizing video profile equipment and requesting FPC to perform additional work.

Any additional repairs that the FDOT is requesting in areas where the design had insufficient cover per Standard 205, should be considered additional unforeseen work and FPC is entitled to an equitable adjustment to its contract.

- FPC fulfilled its contractual obligation in purchasing, installing, videoing and repairing pipe.

- The FDOT is now requesting after the project is complete, based on a laser profile, to make additional repairs to pipe which they alleged to be defective.”

## **DEPARTMENTS POSITION ISSUE NO. 2**

“URSCS received and reviewed videotapes of storm sewer pipe installed by Freedom Pipeline. The subcontractor videotaping for Freedom Pipeline noted several pipe cracks, exposed gaskets, debris and excessive joint gaps while taping.

URSCS reviewed, and summarized these locations in detail regarding gaps, exposed gaskets, debris, and pipe damage, and provided Freedom with this information. Freedom was requested to provide repair information and scheduling for repairs.

Freedom provided a letter dated January 4, 2007, with eight locations noted for repair. The repairs noted were four pipe runs repaired by liner, two gasket repairs, and two debris removal areas.

URSCS had concern with Freedom’s assessment of the storm sewer video tapes, and proposed repairs. The video tape inspection noted many areas in need of repair, while Freedom only chose to address a selected few.

URSCS continued to request the scheduling of repair for all deficient pipes, as noted in Freedom’s video tape inspection, per S.S 430-7.2 and 941.

URSCS proceeded with additional testing to verify original video tape results. Freedom has been provided with all additional test results to date. The additional testing concurs with Freedom's original video tape inspection.

**941-1.4 Specific Causes for Rejection of Pipe:** Specific causes for rejection of concrete pipe, in addition to any failure to meet the general requirements specified above, are as follows:

(a) Failure to meet the requirements listed in ASTM C 76 [ASTM C 76M] for permissible variations in dimensions with the exceptions outlined in 941-1.3 above.

(b) Occurrence of defects listed in ASTM C 76 [ASTM C 76M].

### **ASTM C76:**

#### **15. Rejection**

**15.1** Pipe shall be subject to rejection on account of failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

**15.1.1** Fractures or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.

**15.1.5** Any continuous crack having a surface width of 0.01 in. or more



and extending for a length of 12 in. or more, regardless of position in the wall of the pipe.”

## **FINDINGS OF FACT ISSUE NO. 2**

This is an extremely difficult issue for the Board to make a recommendation on. There are numerous inconsistencies between the Contractor’s actions and the Departments. Listed below are just some of those actions;

1. Progress minutes November 2, 2006 URS is going to look at the entirety of the videos and issue a letter addressing their findings. Did not happen for at least four months.
2. Progress minutes December 13, 2006 Storm Drainage complete with the exception of some videotaping repairs. There are five major areas that have to be fixed with liner. There was no discussion nor disagreement with either party regarding these statements.
3. Progress minutes December 20, 2006 FPC has identified approximately five areas at this time. No corrections or additions made by the Department regarding this number.
4. Progress minutes February 15, 2007 FPC states they have five repairs scheduled. No corrections to this number made by the Department.
5. February 22, 2007 FPC submits American In-Line documentation for all repairs to the pipe on the project. This statement in FPC’s position paper was not disputed by the Department.
6. Progress minutes March 1, 2007 URSCS states that the videotapes of the pipe are going to the State Construction office for review. There was nothing in the position papers indicating when the review from State Construction office was provided to the Contractor or URSCS.
7. It is not routine to submit video tapes to the State Construction office. It is routine to submit videos to the District Construction office. Time considerations must be given for this.
8. No data was provided that showed the Contractor was working on pay items while the Department was reviewing the videos or while the laser profiling was being done and reviewed.

9. In a number of the progress meeting FPC stated they were through with all items except pipe repairs.
10. The punch list items that were given to the Board do not show that the pipe repairs are required for completion.

These minutes and correspondence are some what confusing in that the Contractor is not aware of additional repair work, the Department is not sure what the number of deficiencies is, and there are several months delay waiting for turn around from the review parties. The Contractor states, in a number of the progress meetings that their work is completed, new punch list items are added after these statements, and punch lists do not show pipe deficiencies.

The Contractor and the Department are using Supplemental Specification 941 as the main grounds for their argument. Standard Specification 941 is found in the Division III Materials section of the 2000 Standard Road and Bridge Specification. This division of the Standard Specification manual provides the criteria for the manufacturing and acceptance of various products to be used in the construction of roads and bridges. In this contract Standard Spec. 941 was deleted and replaced with Supplemental Spec. 941. However both specs state that steel reinforced concrete pipe meet ASTM C 76. ASTM C 76 states *Note 1---This specification is a manufacturing and purchase specification only...*

The only specification that deals with deficiencies in concrete pipe is Specification 430. This Supplemental Specification 430-7.2 states: *Do not allow the gap between sections of pipe to exceed 5/8 inch for pipe diameters of 12 inches through 18 inches [16 mm for pipe diameters of 300 through 450 mm], 7/8 inch for pipe diameters of 24 through 66 inches [25 mm for pipe diameters of 600 mm through 1.7 m], and 1 inch for pipe diameters 72 inches and larger [25 mm for pipe diameters 1.8 m and larger]. Where minor imperfections in the manufacture of the pipe create an apparent gap in excess of the tabulated gap, the Engineer will accept the joint provided that the imperfection does not exceed 1/3 the circumference of the pipe, and the rubber gasket is 1/4 inch [6 mm] or more past the pipe joint entrance taper. Where concrete pipes are outside of these tolerances, replace them at no expense to the Department. Do not apply mortar, joint compound, or other filler to the gap which restrict the flexibility of the joint.*

Supplemental Specification 430-4.8 Final Pipe Inspection states *Upon completion of all paving operations, dewater installed pipe and provide the Engineer with a video taping schedule....The Engineer will inspect pipe for line and grade, joint gaps, joint misalignment, leaks, damage, and for debris.*

Supplemental Specification 430-4.8.1 states *Provide a high quality VHS format videotape with 460 lines of resolution.....*The purpose of the video taping of the pipe is provide the Engineer a picture of the areas of the pipe which cannot be visually inspected. The Engineer is looking for the same defects listed in S.S. 430-4.8; **line and grade, joint gaps, joint misalignment, leaks, damage, and for debris**. A key point in this specification is that there are no criteria for cracks or that the Engineer should look for cracks.

The original Equitas report in the position papers show a number of areas where the storm sewer pipe was leaking. These areas are noted by Equitas personnel. In the revised Equitas report made by URS Construction Services transmitted by e-mail 02/22/2007 the same areas were noted by URSCS personnel.

As to the question of the Department using laser video profile to inspect the pipe the Department has the right to use new technology providing that the use of that technology does not require the contractor to meet a higher standard of performance than the standard called for in the original project as bid.

A statement, "Freedom has not fulfilled their contractual obligations and has **installed defective storm sewer** on the project", was made in the rebuttal paper from the Department. FPC also made this statement in their position paper. The Board believes this to be factual since both parties made the same statement. Since this is acknowledge there seems to be some shared responsibility for the repair/replacement of those areas where the defectives lines are.

There appears to be an error in management of the drainage pipe operation if URSCS inspectors knowingly allowed defective material/operation to take place and then to pay for the defective material/operation. The statement made by URSCS in their rebuttal makes it very clear that they were aware of the defects.

A statement, "FPC has performed in accordance with its contractual requirements in installing concrete storm pipe, providing a video of the pipe, and making repairs to **defective pipe**" was made in the rebuttal paper from FPC. . There also appears to be an error in management of the drainage pipe operation by FPC if they knowingly installed defective material or performed a defective operation in installing the material. The statement made by FPC in their position papers makes it very clear that they were aware of the defective pipe.

Freedom made a statement in their rebuttal paper about “insufficient cover per Standard 205”. The Board did not find any of those areas and none were identified by Freedom.

## **BOARD RECOMMENDATION ISSUE NO. 2**

The Board finds that the Department is entitled to have the Contractor comply with Supplemental Specification 430-7.2 and Supplemental Specification 430-4.8 but not Specification 941 as this is only a manufacturing specification as stated in ASTM C 76 Note 1. These two Supplemental Specifications provide the maximum gap between pipes and what defects the Engineer is to look for in his inspection and makes no reference to crack width. During the hearing the Department clearly stated that there determinations were made solely on the Contractor provided VHS and that the laser video was used only as a confirmation tool. This is acceptable in the Boards opinion. It is irrelevant what technology is used to determine the deficiencies listed in SS430-4.8.

The Contractor is not entitled to cost or time for the repairs required by SS430-4.8. The deficiencies that require repairs are clearly noted in the Specification.

The Contractor is entitled to cost and time if there is proven areas where the storm sewer pipe does not meet Standard Index 205.

The Board sincerely appreciates the cooperation of all parties and the information presented for our review in making this recommendation.

The Board unanimously reached the recommendation and reminds the parties that it is only a recommendation. If the Board has not heard from either party within 15 days of receiving this recommendation, the recommendation will be considered accepted by both parties.

Submitted by the Disputes Review Board

Don Henderson, Chairman    Stephanie Grindell, Member    Ed Hamm,  
Member

Signed for and with concurrence of all members

Don Henderson, PE

## DISPUTES REVIEW BOARD CLARIFICATIONS

29 September, 2007

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Ref: US 17 from North of Peace River to Tropicana Rd. Financial Project ID: 194093-1-52-01: WPI State Job No.: 1111277: Contract No.: T1009: Hardee County: Disputes Review Board clarification of facts.

Dear Sirs:

The Florida Department of Transportation has asked the Board to clarify several points made in our recommendation.

1. Does the Board recognize a list of correspondence provided in the Department's Position papers?

The Board certainly recognized and considered the e-mails in the Department's position papers. You may have missed it but the Board recommended that the Department is entitled to have all storm sewer drainage pipes meet the criteria stated in S.S. 430-4.8. That criteria is "...line and grade, joint gaps, joint misalignment, leaks, damage and for debris".

Pages 21, 22, 24, 26, and 27 in the Department's position papers speak to crack repair which is not part of the S.S.430-4.8 criteria. Based on the specifications for this project the engineer is not required to inspect pipe for cracks. The only specification regarding crack criteria is in S.S. 941 which refers to ASTM C 76. ASTM C 76 is for..."manufacturing and purchase specification only..."

2. Does the Board believe that URSCS was aware of the defective material/operation?

URSCS stated on page 1 of their rebuttal paper "Freedom ...has installed defective storm sewer on the project." Defects of material are normally determined prior to installation of a product. Once the product is placed the Engineer inspects for deficiencies as noted in S.S. 430-4.8, not defects. Deficiencies usually occur as a result of improper installation. Defects are normally fabrication issues. The statement made by URSCS implies that they knew the storm sewer was defective prior to installation. This statement was remade by URSCS at the hearing.

It is not the Board's recommendation, only observation, regarding shared responsibility for the defective storm sewer. The Board is not aware of any specification that addresses sharing the responsibility on installing defective material.

3. Is the Contractor required to comply with Supplemental Specification 941?

The Contractor certainly has to comply with S.S. 941. The Board never indicated otherwise. This specification is part of the contract. S.S. 941 references ASTM C 76 which is a manufacturing and purchase specification only. The contractor cannot purchase and use any material that does not comply with S.S. 941 which is the crack specification. The product purchased must comply with S.S. 941.

The product is inspected and approved by FDOT representatives at the fabrication plant. This approval states that the criteria called for in S.S. 941 and ASTM C 76 have been met.

Once the product is delivered to the jobsite it should be checked by both parties to verify FDOT stamped approval and check for defects that may have occurred during transport.

After the product is placed and video inspection takes place the only criteria for repair or replacement is stated in S.S. 430-4.8. There are no criteria for crack defects or deficiencies listed in this specification. There is no requirement for the Engineer to inspect for cracks after placement.

4. Does damage include cracked reinforced concrete pipe?

There are no criteria in S.S. 430-4.8 that details how to quantify "damage". Damage is an ambiguous description of some fault or deficiency and the Board does not offer an interpretation or description as to what it means.

The Board unanimously reached the clarification of the questions asked by the Department.

Submitted by the Disputes Review Board

Don Henderson, Chairman    Stephanie Grindell, Member    Ed Hamm, Member

Signed for and with concurrence of all members

Don Henderson, PE



October 11, 2007

Don Henderson  
3369 Baltusrol Lane  
Lake Worth, FL 33467

RE: Financial Project ID: 194093-1-52-01  
WPI State Job No.: 1111277  
Federal Project ID: 3531 040 P  
Contract No.: T1009  
County: Hardee County  
US 17 from north of Peace River to Tropicana Road  
FDOT Response to DRB Recommendation: Deficient Storm Sewer Issue

Dear Mr. Henderson,

In regard to the referenced DRB Hearing recommendation,

The Department accepts the Boards recommendation for Issue 1 wherein the DRB determined the Contractor is not entitled to a compensable time extension due to the fact that the Contractor did not properly notify the Department in accordance with 5-12. As stated in within the recommendation, "The Board finds that the Contractor is not entitled to compensable days as requested for the pipe repair. Freedom Pipeline was not in compliance with Specification 5-12 in notification of the delay therefore they waived their right to claim for those days."

The Department rejects only the portion of the ruling for Issue 2 wherein the Board states the Department is not entitled to make the Contractor meet the requirements of Section 941 and the associated ASTM C76. As stated in within the recommendation, "The Board finds that the Department is entitled to have the Contractor comply with Supplemental Specification 430-7.2 and Supplemental Specification 430-4.8 but not Specification 941 as this is only a manufacturing specification as stated in ASTM C 76 Note 1." The rationale behind the Department's position is based upon the fact that Section 430-2 clearly states that Concrete Pipe must meet the requirements of Section 941 and Section 941-1.1 clearly states that round concrete culvert pipe shall meet the requirements of ASTM C 76.

The Department accepts the portion of the Boards recommendation for Issue 2 wherein the DRB determined the Contractor is not entitled to compensation for repairs required by Specification 430. As stated in within the recommendation, "The Contractor is not entitled to cost or time for the repairs required by SS430-4.8."

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The Board also stated in the recommendation for Issue 2 that the Contractor would be entitled to cost and time for repairs if there are proven areas where the storm sewer pipe does not meet Standard Index 205. As stated in within the recommendation, "The Contractor is entitled to cost and time if there is proven areas where the storm sewer pipe does not meet Standard Index 205." In the Board's findings related to this issue. the DRB states: "The Board did not find any of those areas and none were identified by Freedom." The Department's concurs with the Board's findings in regard to this portion of Issue 2 and remains firm that all project pipe meets Standard Index 205.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Larry Sauls".

J. Larry Sauls, P.E.  
Sr. Project Engineer

Cc: Carl Harman (FDOT)  
Phil Chiarini (FDOT)  
James Goodowens (FDOT)  
Jon Sands, P.E. (FDOT)  
Freedom Pipeline  
File