

**DISPUTE REVIEW BOARD RECOMMENDATION**  
**FDOT CONTRACT 71417 T7147**  
**S.R. 688 (Ulmerton Road) from El Centro to US 19**  
**Fm 257154-1-52-01**  
**PINELLAS COUNTY, FLORIDA**

February 16, 2009

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Florida Department of Transportation  
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**RE:** Dispute Review Board Hearing on January 30, 2009

The Dispute Review Board convened for a hearing related to the installation of drilled shafts on above Project.

**DISPUTE ISSUE**

The Contractor requested compensation for the installation and removal of temporary casing associated with the construction of the drilled shafts foundation for sign structures at Station 25+26 due to differing site conditions.

The State rejected the claim by saying that the Site Conditions do not differ significantly.

**CONTRACTOR'S POSITION**

1. The Contractor did not bid the job using temporary casings due to the information on the plan soil borings and their experience with Florida soils.
2. Their failure to install the shaft on the first and second attempt due to unforeseen very loose soils constituted a differing site condition.
3. As a result of the differing conditions the Department moved the drilled shafts and redesigned the foundations as longer shafts.
4. The new soil borings for the redesign showed significantly looser soil conditions thereby requiring a temporary casing.
5. Because of the changed conditions and the redesign the Contractor is entitled to compensation for the temporary casing.
6. Prior to this shaft the Contractor was 12 out of 12 with the successful shafts utilizing the same methodology.

SCANNED

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## **DEPARTMENT'S POSITION**

1. The soils encountered by the Contractor on his first and second attempt are essentially the same as the plan soil borings and do not constitute a differing site condition.
2. Because of the information on the plan soil borings the Contractor should have used a temporary casing, especially on his second attempt.
3. If the Contractor had used a temporary casing on his first or second attempt the Department would not have moved the drilled shafts, take new soil borings, and redesign the shafts.
4. The information on the new soil borings is not significantly different that the original soil borings.
5. On an adjacent project the Contractor used a temporary casing under similar circumstances.
6. The Contractor is not entitled to compensation for the temporary casing necessary to finally complete the shafts under conditions substantially similar to the original contract plans.

## **FINDINGS**

The contract specifications include temporary casings, if used at the Contractor's discretion, in the unit price for drilled shafts. The Contractor made an attempt to construct a drilled shaft at Station 25 + 41, - 81.5 Ft. RT. Contractor drilled to required depth (20') and removed Auger. He then placed cleanout bailer in shaft. During the cleanout operation it was determined that shaft bottom failed at the designed depth, it fell about 6 feet. The walls also began caving. Probably enhanced by the failure of the shaft bottom.

Both parties agreed to try a second attempt at the same location using the same equipment as on the previous 12 shafts. This second attempt also failed. After drilling to 22.5 feet the Auger was removed and the Kelly Bar alone did not hit any firm material until 31 feet. The shaft could not be installed under these conditions. Due to the agreement to try again in the same location without casing, and resulting failure, the Department had no recourse but to move the shaft location and take additional borings. This move made the comparisons between the original soil borings and the additional borings the only thing to analyze determining if change conditions occurred and if casing would be necessary for a satisfactory shaft. .

The Department then relocated the shaft 15 feet South Soil boring's were taken and the Geotechnical Engineer recommended a depth of 26 feet and the use of a temporary casing during the installation of the shafts.

A review and comparison of the original location boring Logs with the revised boring Logs indicates a Change Condition from the Plan Data.

The original Logs on sheet S-36 shows no material that is very loose or very soft. Also the Logs indicated a highly weathered limerock layer at about 20 feet.

The new Logs show 18' of very Loose Material with a good base material at 26'.

The Geotechnical Engineer also recommended that due to the loose soil conditions a casing should be used during installation of the shafts. This shaft was constructed with a Temporary casing to the desired depth without any incident or problems, as was the shaft on the Lt. side of Station 25 + 26

### RECOMMENDATION

The previous agreement between the Department and the Contractor for FDOT to provide payment for the first two failed shaft attempts without a temporary casing required that the Board consider only the difference between the plan soil borings and the additional borings used in the redesign. The only thing left to analyze was if change conditions occurred and if the Contractor could reasonably conclude that temporary casing would be necessary to satisfactorily construct the redesigned shafts. The Board is of the opinion that there were sufficient differences in the original and final soil boring properties for the Contractor to make such a determination. Therefore, the Contractor is entitled to compensation for the use of temporary casing. The Board appreciates the cooperation of all parties involved and the information provided to make this recommendation.

Should the parties not agree to quantum within the next 30 days then a recommendation will be provided at the request of either party.


Please remember that failure to respond to the DRB and the other party concerning your acceptance or rejection of the DRB recommendation will be considered acceptance of the recommendation.

I certify that all members participated in reaching this recommendation and concur with the findings.

Respectfully submitted  
Dispute Review Board  
Jimmy Lairscey, Chairman

Signed with the approval and concurrence of Board Members:

Allan Adderly  
Jim Guyer



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