January 30, 2012

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Florida Department of Transportation
District 5 Orlando Construction
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Mr. John Costello
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Re: E5M69 I-4 EB Cracked Slabs – State Concrete Dispute Review Board Hearing

The State Concrete Dispute Review Board held a hearing regarding removal and replacement of concrete slabs that developed random cracks at some time after placement. The Florida Department of Transportation and Costello Industries, INC submitted position papers to the Board fifteen days prior to the hearing. The issue before the Board as stated in the Owners statement "is the contractor required to remove and replace concrete slabs, which were constructed as part of the contract, at no additional cost to the Department, that exhibited uncontrolled cracks during the life of the contract as stated in Article 353-6 of the standard specifications?

The FDOT demanded that Costello remove and replace all slabs which showed uncontrolled cracking prior to final acceptance as written in Article 353-6 of the standard specifications. Costello argued that the FDOT misrepresented the job as outlined in the plans, particularly in its ambiguous "Acceptance Criteria" and accurate site conditions such as the thickness range of existing slabs, existing sub-grade conditions, and the interpretation of slab acceptance criteria as shown in the specifications.

The notice to proceed was dated August 11, 2010 and work began October 15, 2010. By Jan.4, 2010 all of the slabs had been successfully placed and were opened to traffic. The uncontrolled cracks began showing up in March 2011. These cracks were called to the attention of the Contractor and he was requested to remove and replace all of them. The request was later modified to "rout and reseal" at a 50% reduction in pay or leave in place at no payment. These were the options presented to the Contractor.

The Department has been performing this type of work for years and has a good record of what is in place on the roadway. They presented the Board limited information for the last three contract replacement contracts which compared the amount of cracking that occured. The Department stressed that no design or analysis is needed on this type of maintenance project as it is simply to remove and replace slabs with the same thickness as the slab removed. The Department explained this was a concrete pavement rehabilitation project and not new construction or reconstruction project.

The concrete design mix for the work was chosen by the Contractor and approved by the

Department without limitations. The biggest issue in regard to the Slabs cracking is the thickness of the original slabs to be removed and replaced on the project. The Plans represented that the thickness of the original slabs to be removed and replaced varied from 9" to12".
The Board made a thorough review of the available information provided, including the daily inspectors reports which shows only one day of not being in compliance with his quality control plan, also, the comparison projects design mixes do not appear to be materially different. The mix design for the Costello project contained about fifteen per cent less accelerator than the other two mix designs. The comparison slabs of the other two jobs were a full ½ inch thicker than the Costello slabs. This lower slab thickness in combination with the inadequate base may have pushed this project over the edge to not expect cracking. The Board has considered all the information presented by both parties including Article 353-6 of the standard specifications. We find that the Contractor performed the work in accordance with his Contractual responsibility and that the cracks that developed after placement were not a result of workmanship or violation of the Department Specifications, therefore we find Entitlement for Costello. The Board was asked by FDOT to only consider entitlement and allow the parties to resolve the cost issue.

Robert D. Buser, DRB Chairman