

STATE ARBITRATION BOARD

NOTICE

In the case of Haynes & Son, Inc., versus the Florida Department of Transportation on Project Nos. 72250-3555 and 72260-3536 In Duval County, Florida, both parties are advised that State Arbitration Board Order No. 3-98 has been properly filed on March 16, 1998.

S.A.B. CLERK

MAR 16 1998

FILED



H. Eugene Cowger, P.E.
Chairman & Clerk, S.A.B.

Copies of Orders & Transcript to:

Jimmy Lairscey, P.E., Director of Construction/FDOT
Judy Haynes, President/Haynes & Son., Inc.

STATE ARBITRATION BOARD

ORDER NO. 3-98

RE:

Request for Arbitration by
Haynes & Sons, Inc.
Job Nos. 72250-3555 & 72260-3536 in
Duval County

The following members of the State Arbitration Board participated in the disposition of this matter:

H. Eugene Cowger, P.E., Chairman
Bill Deyo, P. E., Member
John Roebuck, Member

Pursuant to a written notice, a hearing was held on a request for arbitration commencing at 11:15 a.m. on Thursday, January 22, 1998.

The Board Members, having fully considered the evidence presented at the hearing, now enter their Order No. 3-98 in this cause.

ORDER

The Contractor authorized a subcontractor, Buckholz Traffic, to pursue this claim before the State Arbitration Board. The Subcontractor presented a request for arbitration of a claim in the total amount of \$4,470.47. The amount claimed represents: (1) extra costs incurred in construction of a drilled shaft traffic signal foundation because the Department allegedly imposed construction method requirements beyond what was required by the contract; and (2) the cost of monitoring settlement of an existing sign adjacent to that drilled shaft.

The Contractor presented the following information in support of his claim:

DRILLED SHAFT CONSTRUCTION TECHNIQUES

1. The need to submit a Drilled Shaft Plan for these traffic signal mast arm foundations was not mentioned at the preconstruction conference. DOT notified us on February 26, 1997, after we announced our intent to begin work on the foundation soon, that a Drilled Shaft Plan would be required. We submitted the Plan on March 7, 1997 and it was rejected by DOT on March 11, 1997. The reasons stated for rejection at that time were: (1) a corrugated metal pipe is not

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acceptable as a permanent casing; (2) if the Contractor proposes to use the permanent casing method this is a design change and must be supported by a design signed by a Professional Engineer. We did not have time to consider use of a construction method, other than the wet method suggested by DOT, because commencement of this work was critical to timely completion of the job.

2. We do not agree with the DOT interpretation of the contract requirements in this instance. Even though a strict interpretation of the Drilled Shaft Specification might mean that only smooth wall casing (we disagree with the DOT interpretation of "smooth") can be used corrugated metal casing has been used with success on other jobs. Use of permanent casing is a method of construction not a change in the design of the overall mast arm structure.

3. We selected the permanent casing construction method because of our concern that caving of the excavation might cause damage to the nearby sign structure. It was our intent to advance the casing as drilling of the shaft proceeded.

4. We have installed signal mast arm structures under essentially the same specifications and plan notes on other DOT jobs using a permanent casing with a corrugated metal pipe casing. It is our position that the Drilled Shaft Specification is intended for use for bridges and other major structures and is not appropriate for construction of signal mast arm foundations, because many of the requirements, therein, are not applicable to these much simpler foundations. Requiring drilled shafts for traffic signal mast arm foundations to be constructed in accordance with the Drilled Shaft Specification will cause DOT to incur significant added costs for this type of work.

5. We previously had a recommendation from a Professional Engineer that use of the permanent casing method of construction we originally proposed does not have a significant affect on the strength of a mast arm structure.

6. In this case, DOT selectively applied the Drilled Shaft Specification (B-455), applying only the provisions they choose to use. This put us at a disadvantage.

7. The job circumstances and DOT's enforcement of the Drilled Shaft Specification forced us to use the wet construction method which is considerably more expensive than the permanent casing method we had planned to use.

8. We want to establish the official stance of the Department on applying all the requirements of the Drilled Shaft Specification (B455) to construction of foundations for Traffic Signal Mast Arms, because applying this bridge structure specification will significantly increase the cost of these foundations. What will be enforced? What is necessary to assure performance of a mast arm structure?

MONITORING SETTLEMENT

1. We monitored settlement of an existing sign belonging to the city Department of Parks and Recreation which was located within three feet of the drilled shaft.
2. We initiated this monitoring survey after the Department advised us that all of the provisions of the Drilled Shaft Specification (B455) were to be enforced for the mast arm foundation. Monitoring is required by Subarticle B455-3.1.
3. Subarticle B455-11.11 provides that, when there is no pay item for Protecting of Existing Structure, the cost of required monitoring shall be included in the cost of Unclassified Excavation. There is no pay item for Protection of Existing Structure or for Unclassified Excavation.
4. At a meeting with the DOT Jacksonville Construction Office on August 6, 1997, we were told that we would be paid for this monitoring.

The Department of Transportation rebutted the Contractor's claim as follows:

DRILLED SHAFT CONSTRUCTION TECHNIQUES

1. Article B455-3.1.5 states: "At the preconstruction conference or no later than 30 days before the drilled shaft construction begins, the Contractor shall submit a drilled shaft installation plan for approval by the Engineer". The Subcontractor submitted a plan only after we requested it when we learned that they were about to begin the drilled shaft operation.
2. Section B-455 of the specifications is applicable to the drilled shafts to be constructed as the foundation for the traffic signal mast arm. A note on Plan Sheet No. S-9 states "The foundation for the Signal Structure shall be constructed in accordance with Section 455 of the FDOT Standard Specifications except that no payment for the foundation shall be made under Section 455. The cost of providing the foundation shall be included in the pay item for providing the complete Signal Structure". A note on Plan Sheet No. S-12 states: "Drilled Shaft construction shall be in accordance with supplemental specification B-455".
3. The Subcontractor's original Drilled Shaft Plan provided for use of the permanent casing method of construction. Subarticles B-455-3.1.6 and B-455-3.5 provide that the permanent casing method of construction shall be used only when required by the plans or authorized or approved by the Engineer. The plans do not show use of a permanent casing. We did not authorize use of a permanent casing.
4. The original Drilled Shaft Installation Plan provided for construction of the drilled shaft by auguring to the lower limit of the shaft and then installing a corrugate metal casing. This method would not provide better protection to the existing sign as claimed by the Subcontractor.

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5. We consider that construction of the drilled shaft without an acceptable casing to be a change in the design of the mast arm structure. This requires a redesign by a Professional Engineer which the Subcontractor did not provide.
6. We did not require submittals in accordance with several parts of B455 that did not apply in this instance.
7. After Hurricane Andrew destroyed many signals, the Department changed its design procedures for traffic signal installations. At the time these changes were made, we also revised our plan preparation procedures to switch from Contractor design of signal installations to the Department providing complete designs. This changed the significance of requiring drilled shaft foundations to be constructed per Section B-455.
8. Prior to beginning work on this drilled shaft, we had enforced Section B-455 for mast arm installations on other jobs.

MONITORING SETTLEMENT

1. The Subcontractor did not seek approval of the settlement monitoring plan.
2. There was no requirement in the plans that a Professional Engineer must be engaged to conduct a survey of the existing sign structure.
3. Since we did not require or approve monitoring, we are not responsible for the cost of this work.

The Board in considering the testimony and exhibits presented found the following points to be of particular significance:

DRILLED SHAFT CONSTRUCTION TECHNIQUES

1. Section B-455 of the specifications is a very comprehensive specification containing numerous requirements that are applicable to bridge foundations and foundations for large sign and high level lighting structures.
2. This was a relatively new requirement and there could have been some lack of understanding by the Subcontractor of how the Drilled Shaft specification would be applied to foundations for Traffic Signal Mast Arms. However the requirement to conform to Section B-455 was clearly set out in the plan notes. It appears that both the Department and the Subcontractor could have handled this matter better.
3. The Subcontractor had a severe time constraint when his original Drilled Shaft Installation Plan was rejected over the casing issue.

MONITORING SETTLEMENT

1. The original Drilled Shaft Plan submitted by the Subcontractor provided for monitoring settlement of the existing sign structure. There is no record of the Department expressing an objection to this part of the Plan.
2. Subarticle B455-11.11 of the Drilled Shaft Specification is not clear in regard to payment for settlement monitoring in this instances.

From the foregoing and in light of the testimony and exhibits presented, the State Arbitration Board finds as follows:

The Department of Transportation shall reimburse the Contractor in the amount of \$2,418.00 for their claim.

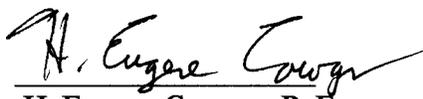
The Department of Transportation is directed to reimburse the State Arbitration Board the sum of \$ 219.90 for Court Reporting Costs.

The Board stresses that its findings in regard to this dispute are based on the particular set of circumstances that occurred on this project. The Board did not rely solely on interpretation of the contract documents in reaching its decision, but also took into consideration what occurred on the job during the period when the Drilled Shaft Plan was being considered.

Tallahassee, Florida

Dated: 3/16/98

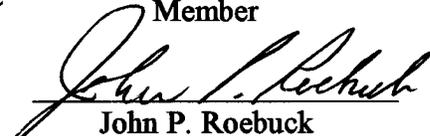
Certified Copy:


 H. Eugene Cowger, P. E.
 Chairman & Clerk, S.A.B.

S.A.B. CLERK
 MAR 16 1998
 FILED


 H. Eugene Cowger, P. E.
 Chairman & Clerk


 Bill Deyo, P.E.
 Member


 John P. Roebuck
 Member

3/16/98
DATE

APPEARANCES:

MEMBERS OF THE STATE ARBITRATION BOARD:

Mr. H. E. "Gene" Cowger, Chairman
 Mr. Jack Roebuck
 Mr. Bill Deyo

APPEARING ON BEHALF OF HAYNES & SON, INC.:

Mr. Jeff Buckholz
 Mr. Nathan Ward

APPEARING ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION:

Mr. David Sadler
 Mr. Henry Haggerty
 Mr. Dennis Clarke
 Mr. Rob Elliott

* * *

I N D E X

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P R O C E E D I N G S

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CHAIRMAN COWGER: This is a hearing of the State Arbitration Board established in accordance with Section 337.185 of the Florida Statutes.

Mr. Bill Deyo was appointed a member of the Board by the Secretary of the Department of Transportation.

Mr. Jack Roebuck was elected by the construction companies under contract to the Department of Transportation.

These two members chose me, H. Eugene Cowger, to serve as the third member of the Board and as Chairman. Our terms began July 1, 1997 and expire June 30, 1999.

Will all persons who will make oral presentations during this hearing please raise your right hand to be sworn in.

(Whereupon, all witnesses were duly sworn.)

CHAIRMAN COWGER: The documents which put this arbitration hearing into being are hereby introduced as Exhibit No. 1. That's the contractor's request for arbitration, dated October 22, 1997, and all attachments thereto.

Exhibit No. 2 is a rebuttal package furnished by the Department of Transportation, which was transmitted to the contractor for his review some time ago, correct?

1 MR. BUCKHOLZ: Correct.

2 CHAIRMAN COWGER: Exhibit 3 is a letter dated
3 January 21, 1998, from Connelly and Wicker, Consulting
4 Engineers, and some attachments. This was submitted by
5 the contractor, identified as Exhibit 3.

6 Exhibit 4 is a document entitled summary of
7 responses to 12-8-97 E-mail, which was submitted by
8 DOT.

9 I believe that's all the exhibits that we have to
10 identify.

11 (Whereupon, Exhibit Nos. 1 through 4 were received in
12 evidence.)

13 CHAIRMAN COWGER: During this hearing the parties
14 may offer such evidence and testimony as is pertinent
15 and material to the controversy, and shall produce such
16 additional evidence as the Board may deem necessary to
17 an understanding and determination of the matter before
18 it.

19 The Board shall be the sole judge of the
20 relevance and materiality of the evidence offered.

21 The parties are requested to assure that they
22 have received properly identified copies of each of the
23 four exhibits submitted during the course of this
24 hearing, and to retain these exhibits.

25 The Board will furnish the parties a copy of the

1 court reporter's transcript of this hearing, along with
2 its final order, but will not furnish copies of the
3 exhibits to the parties.

4 The hearing will be conducted in an informal
5 manner. First the contractor's representative will
6 elaborate on their claim and then the Department of
7 Transportation will offer rebuttal.

8 Either party may interrupt to bring out a
9 pertinent point by coming through the Chairman.
10 However, for the sake of order, I must instruct that
11 only one party speak at a time.

12 Mr. Contractor, before you all start, this is a
13 very voluminous amount of information that we have. It
14 deals with \$5,000 worth of claim.

15 I understand the significance of it to the
16 contractor, but the Board doesn't think it needs to
17 hear everything that is said in all of this. We have
18 read the exhibits, we have read everything. So, we
19 would hope that we could confine this to the basic
20 differences between the Department and the contractor.

21 There's two parts to the claim. Would it be
22 feasible for you to deal first with the rather small
23 part dealing with the monitoring of the settlement of
24 the adjacent sign, let the Department rebut, then we
25 will go into the bigger issue of the drill shaft

1 installation? Would that be suitable?

2 MR. BUCKHOLZ: Yes. As an administrative matter
3 I was told to ask if we prevail in this if we will get
4 our \$500 back. So, I am doing this.

5 CHAIRMAN COWGER: You can request it but no
6 comment.

7 MR. BUCKHOLZ: I was told to do that by the boss.
8 It's actually tied together, the two. I will
9 summarize. We do have a lot of material, I do have a
10 page of notes that I wanted to go over and summarize
11 our position on this matter.

12 I see the two as intertwined, the settlement
13 monitoring and the other, but I will be more than happy
14 to tell you about the settlement monitoring.

15 B455-3 specification under drill shafts, if you
16 are enforcing it in its entirety, and it's our feeling
17 that DOT is not enforcing it in its entirety but
18 selecting what it wants to enforce, requires the
19 monitoring of structure settlement, whenever there is a
20 structure in four shaft diameters of the hole.

21 We are not aware of structure settlement
22 monitoring happening in any of their jobs in the state
23 relative to mast arm foundation installation.

24 However, at a very late stage when we were told
25 that this specification was going to be enforced

1 basically from cover to cover, we hopped in there to
2 read every detail of it and discovered that there was a
3 structures monitoring requirement. So, we initiated
4 the structures monitoring.

5 The Department never mentioned it, even though
6 there was a structure within just a few feet, let alone
7 four shaft diameters of the hole. We proceeded to
8 monitor the structure.

9 Now, in the specifications it says that structure
10 monitoring is paid for under a particular bid item,
11 drill shaft bid item, but one of the whole problems
12 with this process is that none of those bid items are
13 in the plans. Those bid items are just not there.

14 And that causes some problems when you try to
15 apply the specification because you quickly get into
16 disputes over what is extra work and what isn't extra
17 work because there isn't a way to pay for it.

18 So, this rather convenient excuse that is being
19 used by the Department that everything is lumped under
20 foundation payment could lead to all kinds of hidden
21 costs for a contractor. This is just one example of a
22 hidden cost that could arise and did arise in this
23 case, which was the structure monitoring.

24 So, if this -- if the right bid items were in the
25 contract for drill shaft installation we would be

1 entitled to compensation under one of the bid items,
2 but it wasn't, so we feel we should be paid for the
3 structure monitoring work that we did, which included,
4 you know, manhour time, renting of the level,
5 production of a document.

6 So, that's the nutshell discussion on the
7 settlement monitoring portion of this.

8 CHAIRMAN COWGER: Does that pretty well sum it
9 up?

10 MR. BUCKHOLZ: On the settlement monitoring, yes.

11 CHAIRMAN COWGER: Let's let DOT rebut that.

12 MR. SADLER: Following the same specification
13 that Mr. Buckholz references, B455-3.1.1, it requires
14 that the contractor submit to the Department for
15 approval a plan indicating the number and location of
16 the monitoring points as part of the monitoring.

17 That was never done. Buckholz selected the
18 locations and chose the monitoring points.

19 Also, in that same spec it requires that if it is
20 included in the plans that they are to engage the
21 services of a qualified PE to conduct the survey of the
22 structure to be monitored prior to the shaft
23 installation. This was not a requirement of the plans.
24 There was nothing noted in the plans that they had to
25 do that monitoring to the extent of requiring a

1 professional engineer to come out and do the survey.

2 Because of that, the request was rejected.

3 MR. BUCKHOLZ: Can I respond to that?

4 CHAIRMAN COWGER: The request for compensation?

5 MR. SADLER: Yes, sir.

6 CHAIRMAN COWGER: Go ahead.

7 MR. BUCKHOLZ: I would like to ask the Department
8 if they are enforcing settlement monitoring
9 requirements on mast arms in District 2.

10 MR. SADLER: Yes, we are.

11 MR. BUCKHOLZ: Within ten shaft diameters?

12 MR. SADLER: If it meets the requirements.

13 MR. BUCKHOLZ: What do you mean by meets the
14 requirements?

15 MR. SADLER: If it meets the requirements of four
16 drill shaft diameters or ten drill shaft diameters
17 depending on which one applies given the location and
18 vicinity of the project.

19 MR. BUCKHOLZ: We just were involved in
20 inspection on a drill shaft installation in Starke
21 where there were buildings within ten shaft diameters
22 and mast arm foundation, and we were specifically told
23 there wasn't going to be any monitoring when my
24 inspector asked about it. Case in point.

25 I'm not aware of any other place where it has

1 happened. It's the first time I ever even heard of it.
2 There was a project in Lawley on U.S. 301, drill shaft
3 foundation within ten shaft diameters of the building
4 let alone sign structure.

5 We were inspectors on it working for District 2.
6 I had my inspector bring up the situation to the
7 Gainesville construction inspector who told us we don't
8 do that, monitor settlement. I'm not aware of anybody
9 else who has ever done it for a mast arm.

10 CHAIRMAN COWGER: To clarify what you just said,
11 your firm not only does construction but in some
12 instances you do design and CEI?

13 MR. BUCKHOLZ: That's correct.

14 CHAIRMAN COWGER: For these same type of
15 projects?

16 MR. BUCKHOLZ: That's correct.

17 MR. WARD: If I might, I'm doing some work down
18 in District 4. When this occurred, I made a point to
19 ask, and their view was if the bid item is not there we
20 ain't going to do it. There's no way to pay the
21 contractor. At that point I dropped it.

22 To finish, the bid item which causes the massive
23 amount of confusion is the bid item for a signal pole,
24 is signal pole complete. There is no foundation, there
25 is nothing. It is signal pole complete. All of it is

1 inclusive.

2 It makes it very difficult to bring in anything
3 out of the ordinary, which is to say this settlement
4 monitoring.

5 CHAIRMAN COWGER: Was the sign structure in
6 question within the distance limits as described a
7 minute ago?

8 MR. BUCKHOLZ: Ten shaft diameters within 40
9 feet. This sign structure was about three feet away.

10 CHAIRMAN COWGER: Three feet?

11 MR. BUCKHOLZ: Yes.

12 CHAIRMAN COWGER: We saw a picture of it
13 somewhere in here. It didn't look like it was a very
14 massive thing. It's setting on a spread footer, isn't
15 it?

16 MR. BUCKHOLZ: It's a decorative sign structure.

17 CHAIRMAN COWGER: Is it setting on a concrete
18 footing with concrete on top?

19 MR. SADLER: Nobody knows the --

20 CHAIRMAN COWGER: Board members, do you see any
21 reason to go any further on this item?

22 All right. Let's go to item two, the drill
23 shaft.

24 MR. BUCKHOLZ: I have a number of -- basically
25 about nine quick points I would like to make in

1 relation to this project.

2 First of all, this is not -- although there's
3 only \$5,000 involved in this, this is the forerunner of
4 what could be a huge monetary issue for the State of
5 Florida as well as for small contractors such as me.
6 We are a small contractor, so these -- \$5,000 in a
7 \$20,000 project is all the profit and more.

8 There's a huge issue here about the ability of
9 small contractors to control their futures in putting
10 in foundations for mast arms. That's why I thought it
11 was an important thing.

12 We have only been in the contracting business a
13 little over a year, year and a half. I would like to
14 find out the official stance on this matter so that if
15 I know every time I do put in a foundation for a mast
16 arm, which is what I do frequently, that I have to go
17 and hire \$4,000 or \$5,000 a hole a reliable
18 constructor, who are really too busy to do it.

19 They are putting in shafts for bridges, and they
20 come and charge me a lot of money -- and I'm having a
21 lot of trouble finding drill shaft installers.
22 Coastal, Dixie and Reliable are the only ones I can get
23 a price from. Coastal on a small job won't touch it.
24 My competitors can install it, the big like TCD and
25 American Signalization but they are not interested in

1 doing it for me.

2 We have the equipment to install about down to 20
3 feet pole foundations, but we have a certain way of
4 doing it that has been successful on non-DOT jobs.

5 We would like to use it on DOT jobs because we
6 feel it is perfectly safe and we do feel it meets at
7 least the intent of the DOT specifications.

8 So that's why this is an important item to us.
9 It's really going to dictate our ability to bid on
10 future jobs and compete.

11 One of the main points I'm making in DOT's
12 treatment of this matter is that DOT has emphasized the
13 parts of the drill shaft stock that they want to
14 enforce and have ignored the parts that are in there
15 that are favored to us. In other words, a selective
16 type of enforcement.

17 Right off the bat, in Section 453-3.1.1, when
18 it's talking about drilling a drill shaft near a
19 structure, it says, "If not otherwise provided in the
20 plans" -- and in this case there was no other
21 provision -- "the contractor shall be solely
22 responsible for evaluating the need for, design of, and
23 providing all reasonable precautionary features to
24 prevent damage.

25 "These measures shall include but are not limited

1 to selecting construction methods and procedures that
2 will prevent damaging caving of the shaft excavation."

3 That's exactly what we were trying to do, we were
4 afraid of shaft excavation.

5 The specs later on say that under the wet method,
6 which is the method the Department wanted us to use,
7 that there is the possibility of cave-in. When that
8 happens, then you use temporary sheeting of some sort
9 to keep the hole from caving in.

10 In this case if the hole caves in, the sign
11 structure is damaged, it's too late to go in and put in
12 a sleeve. So we wanted to sleeve the thing right up
13 front using a permanent casing method and leave the
14 casing in.

15 It cost us money, but we felt it was a safer,
16 better method. We had done it before. In fact, we
17 have just recently finished putting in an
18 18-and-a-half-foot depth foundation four and a half
19 foot diameter, even wider than this hole in Nassau
20 County for the County holding a much bigger mast arm,
21 holding a 72-foot mast arm, and this was like a 60-foot
22 mast arm, holding eight full three-section signal
23 heads. This had a six one-section signal head.

24 We successfully put it in. It is in Nassau
25 County. We used the permanent casing method. The

1 installation went fine.

2 We had it evaluated by an engineer, a design
3 engineer at Connelly, Wicker. He has no problem with
4 it. We have put in an equivalent foundation that works
5 just fine and does the job.

6 So, the first point is that that section that
7 I read out of the specs, they have never rebutted that
8 section. They have never offered any explanation as to
9 why that section is no good. They just go to other
10 sections that they read that say we ought to adhere to.

11 The specs are somewhat contradictory in my mind.
12 There is some conflict, as with any specs, you will
13 have some things that require interpretation.

14 That's my number one point, that parts that are
15 not to their favor are not being recognized.

16 The second thing is this drill shaft
17 specification was set up for putting in a bunch of
18 drill shafts to put in a bridge. It really wasn't
19 intended for mast arm installation, although it's being
20 used that way now.

21 There are a number of requirements in here not
22 being enforced by the Department: test holes,
23 settlement monitoring. There is some special concrete
24 testing. If you go back into the 300 section you have
25 to test the slump every 30 minutes. I know that wasn't

1 done with the contractor that ended up putting in the
2 foundation.

3 There are a number of things even in the drill
4 shaft plan that are required, from environmental
5 requirements and the like that I know the drill shaft
6 contractor, Reliable, did not have, yet the DOT
7 accepted their drill shaft plan.

8 There are parts of this very detailed and very
9 broad specification that are not being required and
10 others that are.

11 In a bidding situation, and this is our first
12 time putting one of these in in District 2, I guess we
13 are -- we anticipated it would be a logical and a
14 normal installation and didn't realize we would have
15 some things being emphasized and some things not being
16 emphasized.

17 The third thing I wanted to say is that the
18 original reason for their rejection of our original
19 drill shaft plan was twofold. One, we are using a
20 corrugated sleeve and, two, that we had to have our
21 installation method designed by an engineer.

22 First of all, nowhere does it require us in the
23 specifications to get our installation method approved
24 by an engineer, although the letter -- we now had the
25 time to do it.

1 We were being pressed because of liquidated
2 damage threats, but we have now had an engineer look at
3 corrugated metal sleeve and he has determined from an
4 engineer reference it has the same coefficient of
5 friction as concrete against ground.

6 In fact, it may even be a little better because
7 in concrete against ground we are now using drilling
8 slurries in a lot of places. The effective drilling
9 slurries is to reduce the coefficient of friction.

10 So, concrete against ground, even without any
11 kind of slurry, and corrugated metal sleeve have the
12 same coefficient of friction, and the corrugated metal
13 sleeve has more surface area. So according to our
14 structural engineer that we have retained, it's a
15 better situation as far as resisting the movements
16 because of the larger surface area and the same
17 coefficient of friction.

18 Then when you throw in the drilling mud, if a
19 contractor uses drilling mud on the concrete against
20 the ground that gets even worse for them.

21 We think we are using a method that's highly
22 stable, that has been used -- corrugated sleeves have
23 been used throughout any projects that were involved --
24 we are involved in an Air Force project down at the
25 NASA air station where they require the use of

1 corrugated sleeves in the installation of mast arm
2 foundation.

3 We know District 4 has allowed it, as Nathan Ward
4 will testify to. We had one where TCD put in a
5 foundation for a mast arm where a corrugated sleeve was
6 used and nobody had any problem with it.

7 So, allowing corrugated sleeves not to be used
8 because they said they weren't, quote, smooth I think
9 was the wrong interpretation of the specs. There's
10 nothing that prevents the use of a corrugated sleeve.

11 They seem to be confusing the difference between
12 smooth and straight.

13 The two original reasons why we were turned down,
14 the corrugated sleeve and required engineering design
15 I don't believe are in the specs to be found.

16 Now they have added additional reasons now that
17 this thing has gotten into an administrative situation.

18 Also, I believe they are applying this section,
19 the State as a whole, without proper bid items. This
20 section was set up with specific bid items in there
21 with items in it. If you read the section you will
22 find out why it has those bid items.

23 If you ever have to dig extra deep for some
24 reason or if you have to overream the hole or if you
25 have to do settlement monitoring, then it gives you a

1 method to be paid for those items.

2 If you have to do a bell footing or whatever,
3 however, to take out a spec and to not have the bid
4 items with it, I believe that causes all kinds of
5 problems as we are seeing right here.

6 Also, I believe this was a case where they wanted
7 us to use Reliable -- they had good success with
8 Reliable in the past.

9 Contrary to the notes that I found in here, I did
10 talk to Mr. John Kell directly about them. I asked him
11 what drill shaft contractors were out there. He told
12 me of three, but he told me he only had the phone
13 number for one. He told me their plan had been
14 approved in the past. If we used them, there would be
15 no problem.

16 So, when everybody was telling me that time was
17 of the essence and liquidated damages were right around
18 the corner, it became clear to me that we better select
19 Reliable as our subcontractor.

20 There was no sitting down and seeing how we can
21 work this out with your forces. There was never any
22 discussion like that.

23 MR. DEYO: Can I ask you a question. Did you
24 look at the temporary casing method at all? You went
25 directly to permanent corrugated? You didn't look at

1 the temporary casing method? If your equipment is able
2 to go to 18 and a half feet --

3 MR. BUCKHOLZ: We can go to about 20. That's our
4 limit.

5 MR. DEYO: You didn't investigate the temporary?

6 MR. BUCKHOLZ: We were concerned with cave-in.
7 We are not total experts on drill shaft. I will admit
8 that to you right now. This is a learning process for
9 me.

10 I was real concerned about a cave-in occurring as
11 had done in other holes we were involved in and having
12 that decorative sign sink. I know it wasn't going to
13 fall in, but I could see it sink and all of a sudden we
14 are paying for a decorative sign.

15 We knew the permanent casing will work. We
16 didn't think there would be a problem with that. If we
17 can get the casings back out, we would take them out.
18 It would save money.

19 It was a lot of money in casings. We were
20 probably going to put almost a thousand dollars in
21 casings into the hole.

22 MR. WARD: In one of their construction projects
23 that we had, I tried to drill a hole without the use of
24 casing. We wound up putting nine yards into that hole.

25 In the following three holes, in the

1 installation, we used the permanent casing, corrugated
2 metal. We were getting close to buildings then.

3 MR. DEYO: My question was on temporary casing,
4 though. It's accepted practice, but you did not
5 investigate that? That's the answer?

6 MR. BUCKHOLZ: We didn't consider it. No,
7 really, we never had done it before, weren't
8 comfortable with it.

9 CHAIRMAN COWGER: Let me ask a question.

10 MR. BUCKHOLZ: There are certain techniques we
11 know better than others.

12 CHAIRMAN COWGER: Where you use the permanent
13 casing with the corrugated metal type that you are
14 talking about, say you are going 20 feet into the
15 ground, do you drill the hole, insert the casing or do
16 you kind of bring them down together?

17 MR. BUCKHOLZ: We bring them down -- as the hole
18 is drilled we bring the casing down.

19 CHAIRMAN COWGER: The casing is big enough to
20 withdraw the drill through it?

21 MR. BUCKHOLZ: Yes.

22 MR. WARD: You wind up with the permanent casing
23 or any casing you wind up with a larger hole.

24 CHAIRMAN COWGER: Yes, but you are bringing them
25 down simultaneously?

1 MR. BUCKHOLZ: Yes, sir.

2 CHAIRMAN COWGER: All right. That's all I wanted
3 to find out. Okay. We interrupted you.

4 MR. BUCKHOLZ: The next point I wanted to make,
5 this work in District 2, inspection of this spec in
6 District 2 is vastly different than what we have seen
7 in other districts.

8 You heard Nathan Ward testify that District 4
9 doesn't allow us on the inspection end to enforce this
10 because of the missing bid items. So, District 4
11 leaves it up to the contractor as far as the
12 construction, how the construction is done.

13 And we have cases of mast arm construction in
14 District 4 using corrugated sleeves. In fact, about
15 1993, '94 when we were inspecting in District 2, TCD
16 used corrugated sleeves to install mast arms in St.
17 Augustine. They used corrugated sleeves to install
18 mast arms on Main Street.

19 Prior to this drill shaft specification being
20 used, corrugated sleeves were commonplace and there are
21 many, many mast arms out there being used with
22 corrugated sleeves in the foundation.

23 The next point I want to make, we constructed the
24 foundation with just the way we proposed.

25 Connelly, Wicker wrote in a letter to certify

1 that it is fine with a sleeve approach and it all went
2 just fine with our equipment. It took us one day to do
3 it. We can do it, like I said, up to about 20 feet
4 with that equipment.

5 The last two points I would like to make is that
6 I don't believe, you know -- I know there was -- I'm
7 not quite sure I got my pulse on the construction
8 industry in Florida. I hope to think I do, being on
9 CEI design and construction, but I'm not sure I do.

10 Four or five years ago, I will be perfectly
11 honest with you, a contractor could get whatever they
12 asked for. We know because we were involved on the
13 inspection end in District 2 where we were basically
14 told make sure there's no claims, go out there, make
15 sure the contractor is happy.

16 Well, now there's been all this business about
17 supplemental agreements and the pendulum has swung back
18 the other way. Everybody is looking at contractors to
19 make sure contractors are only compensated for fair
20 work that they do.

21 I don't think there's anything wrong with that,
22 I'm glad to see that. But sometime in there we talk
23 about partnering, having a partnering, cooperative
24 spirit.

25 In this project I don't believe there was a

1 cooperative spirit at all on the DOT side. It was
2 almost like we were trapped and laid in wait on this.

3 We didn't even submit a drill shaft plan because
4 we didn't realize we were going to have to submit a
5 drill shaft plan. It was never mentioned at the
6 preconstruction conference even though the directions
7 you get from DOT says right in there if there's any
8 drill shaft requirements you will talk about that at
9 the preconstruction conference.

10 We were caught with our pants down where just a
11 short while before we were to install this thing, we
12 were being asked about a drill shaft plan and what the
13 requirements were.

14 We felt this was sprung on us. The meetings we
15 had with DOT were confrontational. There was no
16 attempt to work out a process where we could use our
17 construction methods and everybody could get the
18 product they wanted.

19 I know it's a small amount of money, but this is
20 going to impact how we can work for a long time.

21 MR. DEYO: In the 455 spec pertaining to drill
22 shaft construction techniques, is there anyplace in the
23 450 series that references, requires any type of plan?

24 MR. BUCKHOLZ: Yes, requires a drill shaft plan
25 within 30 days of the preconstruction conference.

1 MR. DEYO: There were references in the plans to
2 comply with 455?

3 MR. BUCKHOLZ: Yes, there is a note that says
4 that the foundation is going to be constructed
5 according to 455.

6 MR. DEYO: And the plans take precedence over the
7 standard specifications?

8 MR. BUCKHOLZ: Yes, but the thing is we in all
9 our years in dealing with this, both in District 4 and
10 District 2, had never seen a drill shaft plan required.
11 This was the first time. So, it was new to us. If
12 everybody else was requiring it, we didn't know about
13 it.

14 It would have been nice if somebody had mentioned
15 it at the preconstruction conference when there is
16 going to be drill shaft work. If somebody had just
17 said we are going to require a drill shaft plan, this,
18 that, that, we would have been able to sort that out
19 instead of just a short time before putting the
20 foundation in.

21 MR. DEYO: Thank you.

22 MR. BUCKHOLZ: All those points summarize our
23 position on it. Basically we think the specs are being
24 selectively enforced. That a subcontractor was
25 targeted for us to use.

1 That there was no partnering spirit in getting
2 this thing taken care of, that we have built something
3 just as good, and as said by another engineer that it
4 works just as good and it's something we can do with
5 our equipment.

6 I think small contractors shouldn't have to
7 always rely on hiring a foundation expert to come in
8 and put in a mast arm.

9 That's basically our position. I appreciate your
10 time.

11 CHAIRMAN COWGER: Okay. Let's hear the
12 Department's rebuttal, and if you need to, we will let
13 you come back with a rerebuttal.

14 MR. SADLER: I will try and address the points
15 that Mr. Buckholz brought up. I don't have nine, but
16 I have a couple.

17 Regarding the spec 455-3.1.1 for the general
18 requirements, the section where it states that the
19 contractor is solely responsible for the selection of
20 the method that is correct per that spec, it is his
21 responsibility.

22 In this case there was a discrepancy between the
23 plan and the spec. The specification said it's his
24 responsibility.

25 The plans said that he is to build it per the

1 455, but the plans show the shaft being constructed and
2 designed without any casing. That eliminated his
3 option of using a permanent case method for installing
4 this drill shaft.

5 That left him the other three options of going
6 with the dry method, wet method or temporary case
7 method.

8 Mr. Buckholz stated that their concern was for
9 the safety of the adjacent sign. We shared that same
10 concern, however, his submitted drill shaft
11 installation plan showed that he intended to initially
12 drill the hole and then stick the casing in, which is
13 acceptable by 455 but it's contrary to his concerns
14 about trying to protect that sign if the caving was the
15 issue.

16 Regarding the acceptance of the drill shaft
17 installation plan versus the spec requirements, the
18 rejection of the drill shaft installation plan came
19 from our district geotechnical folks, and their initial
20 rejection was based on the two points Mr. Buckholz
21 addressed.

22 What they did not address in their response was
23 the plan notes about no alternate designs. That should
24 have been there.

25 The reason for the rejection, as I stated, was

1 from our district geotechnical folks. However, when we
2 had requested -- when they stated that a redesign would
3 require a professional engineer or submittal, redesign,
4 that is addressed in the specification.

5 Without going into it, the packet of
6 correspondence that has been submitted by us indicates
7 the specification section on which redesigns require a
8 professional engineer registered in Florida.

9 Addressing the issue of the inspector John Kell,
10 he did receive a call from Mr. Buckholz asking who was
11 able to do the wet method. It was never our intent nor
12 our direction to go to the wet method.

13 He still had the three options, wet, dry or
14 temporary casing. He came up with the idea to go with
15 the wet method. Our inspector gave him the names of
16 three companies. Like he said, he only had one member
17 of one available at his desk.

18 Regarding the contractor's claims and our
19 supposedly uncooperative spirit, the drill shaft
20 installation plan for this job was submitted on March 7
21 with a note saying he intended to install the drill
22 shaft on March 12.

23 We faxed the plan over to our district
24 geotechnical folks. They reviewed it and responded
25 back that it had been rejected on March 10. We

1 forwarded that information on to Buckholz, in which
2 case they turned around and submitted a new plan using
3 Reliable.

4 I think this shows we were cooperative in our
5 efforts to try and expedite the review of this drill
6 shaft installation plan.

7 Regarding whether or not this issue was
8 addressed, the installation of the drill shaft, the
9 installation plan at the preconstruction conference,
10 it's quite possible that it was not addressed at the
11 preconstruction conference.

12 That still does not relieve the contractor from
13 the responsibility of complying with all the
14 specification requirements for the project.

15 I have nothing else to offer unless Dennis or
16 Henry have something to offer.

17 MR. HAGGERTY: I think the only thing I would
18 add, the information, I think it was Exhibit 3,
19 I believe, relates to the corrugated pipe being in
20 direct contact with the soil.

21 In other words, being installed and being
22 compacted around versus being a hole drilled and then
23 the pipe put in and then the soil sort of caving into
24 the, you know, against the pipe, versus pouring
25 concrete against it.

1 That's all I have.

2 MR. SADLER: I did have one other point that
3 I made note of. Mr. Buckholz stated that this
4 specification only requires or relates to drill shafts
5 installed for bridge structures.

6 If you will refer to page 429 of the
7 specifications, it states that it also, when the drill
8 shafts are for supporting signs, high mast light poles
9 that indicates that it is not just for bridge
10 construction.

11 CHAIRMAN COWGER: Tell me where that is.

12 MR. SADLER: Page 429. It is the next to the
13 last paragraph of the standard specifications.

14 MR. BUCKHOLZ: But not for masts.

15 MR. SADLER: It indicates it is for more than
16 just bridge construction.

17 CHAIRMAN COWGER: I still haven't found that.
18 Where is it?

19 MR. SADLER: Page 429.

20 CHAIRMAN COWGER: I've got that.

21 MR. SADLER: Next to the last paragraph, where it
22 says, "The contractor shall" --

23 CHAIRMAN COWGER: When the drill shafts are
24 supporting signposts.

25 MR. SADLER: Signposts, high mast light poles.

1 MR. BUCKHOLZ: I was not trying to make the case
2 that there weren't other things. It is primarily used
3 for bridge construction. You will see there are no
4 mast arms, signals indicated in there. That's a
5 totally different animal.

6 CHAIRMAN COWGER: That paragraph you are quoting,
7 Mr. Sadler, deals with test holes, right?

8 MR. SADLER: It deals with the drill shaft
9 installation plan.

10 CHAIRMAN COWGER: Isn't this, the paragraph that
11 begins, "The contractor shall demonstrate," is that
12 where we are?

13 MR. SADLER: Yes, sir, but also in this same
14 specification describes that if you only have one drill
15 shaft your test hole will be in the permanent position
16 of a shaft.

17 CHAIRMAN COWGER: I'm not sure how that's
18 pertinent, but just go ahead.

19 MR. SADLER: Just to indicate that it's not just
20 for bridge structures.

21 Mr. Buckholz is correct, there are a lot of
22 things in this specification about drill shaft
23 installation plans that they are not required to
24 submit. In a job where there's only one drill shaft on
25 land, there's no need to submit anything about cranes

1 or buckets. You have to use reasonableness in
2 evaluating what to submit.

3 MR. HAGGERTY: If I could add one more point.

4 The Department because of Hurricane Andrew, and
5 I think there was an excess of 5,000 signals and signs
6 blown down in the Miami area, went back and looked at
7 the whole way we were putting in sign bases, pole
8 structures, whatever. They were extensively revised.

9 What we had done in the past necessarily is not
10 what we want to do now and that sort of thing.

11 MR. SADLER: The evolution of the drill shaft
12 foundations, if you look at some of the older plans
13 that were in the exhibits, you will see that they
14 originally were left up to the contractor to design the
15 foundations.

16 There were arguments about how long it took for
17 us to review the design, the cost associated with
18 contractors having to do the design.

19 So, we took -- the Department took it upon itself
20 to do the designs, put it in the plans and then request
21 that no alternate designs be submitted to eliminate the
22 issues of time, particularly on a short duration job
23 like this.

24 MR. BUCKHOLZ: I would like to respond if I can
25 to some of those points.

1 CHAIRMAN COWGER: Go ahead.

2 MR. BUCKHOLZ: One, he keeps saying we are
3 looking to change the design. We are not looking to
4 change the design. We are looking to use our own
5 preferred construction method. I think there is a big
6 difference between construction methods and design.

7 I have no problem with the Department dictating
8 design. I start getting extremely nervous when the
9 Department starts dictating every aspect of
10 construction methods, regardless of whether it's just
11 as good or even better than the method they are using.

12 It almost gets to the point where are they going
13 to stop --

14 MR. DEYO: What reference do you have as to
15 construction method on this job?

16 MR. BUCKHOLZ: I don't understand what you mean.

17 MR. DEYO: You said dictating construction
18 method. How is that dictated?

19 MR. BUCKHOLZ: When you make comments, when you
20 have restrictions on the use of corrugated metal pipe
21 and how it can go down --

22 MR. DEYO: That's a design feature, though.

23 MR. BUCKHOLZ: In my mind if it provides the same
24 amount of support and protection that it is a
25 construction feature.

1 For example, he said that he misinterpreted our
2 drill shaft plan --

3 MR. DEYO: You answered my question.

4 MR. BUCKHOLZ: Then I will continue on. When he
5 interpreted our drill shaft plan to imply that we were
6 going to dig the whole hole out and shove in a casing,
7 no, we were going to do it like I explained to the
8 gentleman before in Nassau County. The casing would
9 follow the hole. That way we provide protection for
10 the structure.

11 The casing is always following the hole a few
12 feet behind it, so that does provide -- I would
13 disagree that doesn't provide protection for the
14 structure. It does.

15 He obviously misinterpreted our drill shaft plan
16 and the way we intended to do it. Maybe I didn't state
17 it in the drill shaft plan as clearly as I could.
18 Maybe I could have stated it better.

19 He said there is discrepancy, he said that in the
20 plans and specifications. If there is a discrepancy,
21 that's not really my problem. I try to work it out.
22 The plans say to use the specifications. The plans say
23 to use the specifications. We are trying to use the
24 specifications.

25 But now they're saying the plans say to use the

1 specifications but not all of the specifications, just
2 part of the specifications.

3 Some things obviously don't apply, like some type
4 of crane or whatever. There are other things in these
5 specifications having to do with drill shaft plans that
6 were environmental requirements not in Reliable's that
7 they obviously think aren't important.

8 That's a requirement in here, what has to be in
9 the drill shaft plan. That isn't something that is
10 spurious. That's something that should be required
11 that wasn't of was Reliable.

12 The Department admits, and it's important that
13 this isn't a state of flux. Five years ago we wouldn't
14 be arguing about this, we were putting in mast arms.

15 Because of the experience in Miami this whole
16 thing has changed. The problem is nobody is quite sure
17 what the change is. Nobody is quite sure how this is
18 being enforced.

19 Some contractors are being enforced just like it
20 used to be, some are being enforced to every letter of
21 the law. Some, it appears in District 2, are in
22 between.

23 When you are bidding a job, to not know on such
24 an important item -- this is a huge ticket item -- to
25 not know what the requirements are going to be, I think

1 if you don't know what the requirements are going to
2 be, then at least you can take a partnering spirit to
3 it and say gentlemen, let's work this out. This is a
4 new area. We are using this drill shaft for the first
5 time to do mast arms. Let's get together and work this
6 out and figure out how we can make this work. Let's
7 not battle, battle over it.

8 MR. WARD: I have a comment right here. Starting
9 the last job, it was brought up to me by DOT that since
10 we were going to enforce a trenching, which had not
11 been enforced rigidly in District 4, I was to bring
12 this up. And at the preconstruction conference I let
13 the contractor know there, since we were talking many
14 thousands of meters of trenchings, that I would enforce
15 to the letter that trenching spec.

16 CHAIRMAN COWGER: You were acting as the --

17 MR. WARD: CEI. I think it is in the fact that
18 this was not a traditionally enforced spec.

19 MR. DEYO: This is on drill shaft, not trenching.
20 We have addressed that in other claims, for the record.

21 CHAIRMAN COWGER: Okay.

22 MR. BUCKHOLZ: I have a couple of other points
23 I want to make. We did appreciate their geotechnicals
24 fast response on our drill shaft plan, but I'm not sure
25 a quick no is better than a long yes, and especially

1 for reasons that I can support.

2 So, as far as -- well, I guess that's all I have
3 to say. I wish that this could have gotten worked out
4 in a more meaningful fashion.

5 This is going to set how we do this in District 2
6 or District 4 or whatever, is going to set a precedent
7 for how this is done. I think if you take this spec
8 word for word you are going to be implementing
9 something that's going to be extremely costly to the
10 Department when people start bidding on this.

11 I think we need to find out what part of this
12 specification needs to be applied to mast arm
13 installations and what part of it ought to stay over
14 with bridges or whatever.

15 In any case, one contractor in District 4
16 shouldn't be different than another one in District 2
17 as far as what is required. And at the very least,
18 since this is in such a state of flux, we shouldn't get
19 this sprung at us at the last minute when a contractor
20 is very close to liquidated damages.

21 So, that would be my response to their rebuttal.

22 CHAIRMAN COWGER: DOT, do you have anything
23 further? I have two or three questions.

24 MR. HAGGERTY: We are all set.

25 CHAIRMAN COWGER: First off, Mr. Buckholz, why

1 did you submit a drill shaft plan to begin with? Had
2 you been told to?

3 MR. BUCKHOLZ: Why didn't we or why did we?

4 CHAIRMAN COWGER: Why did you?

5 MR. BUCKHOLZ: Eventually when I talked to
6 Mr. Kell I was told he wanted one.

7 CHAIRMAN COWGER: So, DOT did request one?

8 MR. BUCKHOLZ: Eventually, near the time of
9 construction.

10 CHAIRMAN COWGER: You were never told until you
11 brought it up? Did you ask do I need it?

12 MR. BUCKHOLZ: No. We were getting ready to put
13 the foundation in. We didn't know anything was wrong.
14 Mr. Kell started saying you can't put in the foundation
15 until you've got a drill shaft plan. I said what? And
16 he said you are going to have to use a wet method.
17 There are only certain people that have the ability to
18 do this, have the equipment.

19 And I said we can put it in, we have dug holes
20 like this. He said no, this is a different deal. We
21 are enforcing this and so forth.

22 That's when I said -- well, I don't know if it
23 was at that conversation or later, but I asked him for
24 contacts.

25 It was an original discussion a short time before

1 the foundation was to go in where I was telling him we
2 are getting ready to do it, and at that point he was
3 telling me I needed a drill shaft plan. I put one
4 together, then it was rejected and we went on from
5 there.

6 CHAIRMAN COWGER: DOT, is this the first time
7 the -- is this the first instance where you all
8 enforced the drill shaft specification on a mast arm
9 installation to the extent that you did on this job?

10 MR. SADLER: No, sir.

11 CHAIRMAN COWGER: You had done it on other jobs
12 previous to this one?

13 MR. HAGGERTY: Yes, sir.

14 MR. SADLER: Yes, sir.

15 MR. BUCKHOLZ: This is the first one we knew
16 about.

17 CHAIRMAN COWGER: Why did you -- I think that
18 Mr. Haggerty explained the reason for the -- for going
19 to this, in addition to everything you have quoted out
20 of the plans and specs was because of the problems that
21 DOT had had on Hurricane Andrew prior to this time?

22 MR. HAGGERTY: Yes, sir, that's my understanding.
23 We directly contacted the central office on these
24 issues and questioned them why we were doing it, why
25 they were larger, why the method, that sort of thing.

1 MR. DEYO: New policy at DOT. I will address
2 that with the Board.

3 CHAIRMAN COWGER: You mean later?

4 MR. DEYO: Yes.

5 MR. BUCKHOLZ: I don't have any problem with
6 that, but our engineer's statements show that our
7 method provides equivalent support.

8 CHAIRMAN COWGER: Do you typically submit these
9 drill shaft plans to the district geotechnical engineer
10 to review?

11 MR. SADLER: They are submitted to the project
12 engineer who forwards them.

13 CHAIRMAN COWGER: That's typical procedure?

14 MR. HAGGERTY: Yes. If he has some additional
15 need, he would then contact the central office
16 construction geotech and converse with him to be sure
17 that we were being uniform throughout the state.

18 CHAIRMAN COWGER: Okay. Does either one of the
19 Board members have any further questions?

20 MR. DEYO: No, sir.

21 CHAIRMAN COWGER: How about the parties, either
22 side have anything they want to say before we close?

23 MR. HAGGERTY: No, sir.

24 MR. ROEBUCK: Just a little information,
25 Mr. Buckholz. I've spoken to a few of these foundation

1 contractors, and there are other means being used.

2 I think the CMP probably dropped out a year or two ago,
3 but I think there is a committee between the DOT and
4 the contractors, perhaps some of the members of the
5 Florida Transportation Builders on mast foundations.

6 I believe they are in flux now in revising it to
7 some degree, but you might want to avail yourself of
8 that joint committee meeting to see where the thing is
9 since you have a serious question about your methods.

10 CHAIRMAN COWGER: Doesn't have anything to do
11 with what we are talking about here today.

12 MR. DEYO: It's not in a state of flux.

13 CHAIRMAN COWGER: Does anybody else have anything
14 to make?

15 MR. BUCKHOLZ: I want to make a point. The point
16 I am trying to make is when I go in to bid a job
17 I can't be guessing as to what specs are going to be
18 applied and to how much.

19 I have a reasonable ability to rely on my past
20 experience in other districts with the same
21 specification, which we had considerable experience in
22 District 4 and in District 2.

23 The fact that they had enforced this with other
24 people, we have no knowledge of that. This is a huge
25 spec.

1 Like I say, if they are going to apply it, if
2 they decide they are going to apply it, 455, the mast
3 arm foundation, let them apply the entire specification
4 including all the areas in it from settlement
5 monitoring, to test holes to slurry checking on
6 concrete every 30 minutes.

7 Don't pick and choose the parts you are going to
8 apply depending on how much you like the contractor or
9 depending on the situation. I think this needs to be
10 fairly applied. If it's going to be this way, then
11 everybody needs to know this so that we don't get
12 caught in the last second with our pants down.

13 Plus I think alternative techniques that civil
14 engineers will sign that are just as good should be
15 considered, not just one technique from one set of
16 subcontractors that is forced down our throat.

17 That's my position. Thank you.

18 CHAIRMAN COWGER: Anybody else have anything to
19 say?

20 MR. HAGGERTY: No, sir.

21 CHAIRMAN COWGER: This hearing is hereby closed.
22 The Board will meet to deliberate on this claim on
23 March 11 of this year and you will have our order
24 shortly thereafter.

25 (Whereupon, the hearing was concluded at 12:10 p.m.)

