

April 30, 1996

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RE: State Job No. 97160-3304/6303
W.P.I. No.: 1157829
Contract No. 19487
Polk County Parkway - Section 3B
Contract C-4344
Disputes Review Board

Subject: Disputes Review Board - Issue # 3
Finding of Fact Pertaining to the Contractor's claim #002 , Test Pile #2 (Pile #12) at
End Bent 2 of the Cleveland Heights Boulevard Bridge

In a letter dated February 12, 1997 to Mr. Dolph Hanson, Chairman of the Disputes Review Board (DRB), Cone Constructors, Inc. (Cone) requested the DRB to hear their claim #002. All parties agreed to a hearing of this claim on April 10, 1997, and a hearing was held on this date with both the Florida Department of Transportation (FDOT) and Cone presenting their views on the subject.

A brief summary of claim #002 follows: Two Test Pile were specified to be driven at the Cleveland Heights Boulevard Bridge. However, because the Pile Driving Analyzer (PDA) indicated that Test Pile #2 was broken, the FDOT ordered that another Test Pile be driven on the opposite side of End Bent 2 (Test Pile #3). A permanent pile was furnished, driven and paid for adjacent to the broken Test Pile #2. No payment was made to Cone for Test Pile #2. A third Test Pile #3 was driven, accepted and paid for as a Test Pile Furnished and Driven in the location described above. Cone is claiming that Test Pile #2 should be paid for as a Test Pile Furnished.

Cone requests that the question of payment for Test Pile #2 at End Bent 2 of the Cleveland Heights Boulevard Bridge be determined. The question to be decided by the Board concerns the decision by the FDOT to not make any payment for the referenced Test Pile because during the driving of the pile the PDA indicated the pile had developed cracks and lost section in the bottom 20 feet of the piling.

The FDOT states their case in their letter of February 3, 1997 to Mr. Paul Delmar of Cone as follows:

"We have received and reviewed your request for an equitable adjustment for the failed test pile at Cleveland Heights Blvd. As we stated to you in our letters dated July 17, 1996, letter number H/C-035, and October 21, 1996, letter number H/C-110, we do not believe the Standard Specifications 1991 with Supplemental Specifications 1994 permits payment for this pile.

The test pile was broken during installation and, therefore, could not provide the information required of a test pile as per Section A455-3.13.1 and could not be used in the structure. Section

1991 with Supplemental Specifications 1994 permits payment for this pile.

A455-3.18.2 states that "Test piles driven in permanent position and found not suitable for use shall be extracted and replaced at the Contractor's expense."

Section A455-9.4 states the quantities to be paid for under test piles consist of two items (1) length of Test Pile Furnished and (2) length of Test Pile Driven. Section A455-10.4 Test Pile, states that "The quantity of this item, determined as provided in Section A455-9.4, shall be paid for at the contract unit price per linear foot for Test Piles Furnished and Test Piles Driven, complete and accepted,"

A Test Pile is considered a Test Pile when the Test Pile Furnished and Test Pile Driven, provides information as per Section A455-3.13.1. The Test Pile is then paid as per Section A455-10.4 (per quantity described in Section A455-9.4). It is clear that in both of the two above instances the intended test pile never provided the information required of a test pile. The Department, therefore, does not have to pay for the disputed piles in the above project as Test Piles."

The FDOT also states in their letter of March 24, 1997:

"The pile that broke at Cleveland Heights was an isolated occurrence. There was no problem with any of the other test or production piles at this location. The piles did not exceed the boring lengths. It was our feeling that the pile cracked due to actions of the Contractor and that he should be responsible for its replacement."

The installation of the pile was monitored in accordance with Sect. A455-3.14 Dynamic Load Tests of the Standard Specifications, and the reports analyses were forwarded to the Board.

Oral testimony at the hearing indicated that no improper actions by Cone during the handling and driving of the pile had been observed. The test reports show that the stresses in the pile during driving were within the allowable, and there was no indication of non axial driving.

The FDOT also points to specification Section A455-3.18.2 which states: "Test Piles driven in permanent position and found not suitable for use shall be extracted and replaced at the Contractor's expense."

Cone's position is that specification Section A455-9.4 Test Piles, states that payment shall be, "The length, in feet, of Test Piling Furnished and accepted, according to the authorized length list, and any additions or deletions thereof as approved by the Engineer."

Method of Measurement

Section A455-9.4 Test Piles is quoted below in its entirety:

The quantities to be paid for of this item, of test piles of various types, shall be as follows:

- (1) The length in feet, of Test Piling Furnished and accepted, according to the authorized length list, and any additions or deletions thereof as approved by the Engineer.
- (2) The length in feet, of Test Piling Driven, measured from elevation of cut-off to tip of pile, and accepted for test piles incorporated in the structure or from the elevation shown in the plans to tip of pile, and accepted for test pile not incorporated in the structures.

Where the test pile is left in place as a permanent pile it shall be paid for only as Test Piles Furnished and Test Piles Driven. Any build-ups necessary to continue driving the pile for test purposes, as authorized by the Engineer, shall be paid for as Test Piles Furnished and Test Piles Driven. Other build-ups made only to incorporate the pile into the structure as a permanent pile shall be included in the quantities of regular Piling Furnished and Piling Driven and shall not be paid for as Test Piling.

The above specification for measurement of Test Pile Furnished is identical to the specification for Prestressed Concrete Piling Furnished, which has been interpreted by the FDOT, and the Contractor, that a piling has been furnished when it has been placed in the leads for driving.

FDOT, and the Contractor, that a piling has been furnished when it has been placed in the leads

The subject pile was instrumented, monitored and driven under the direction of the FDOT. There is no evidence of any improper actions by Cone during the handling or driving of the pile. The oral testimony and the pile driving records and analyses appear to contradict the FDOT's statement that "it was their feeling that the pile cracked due to actions of the Contractor and that he should be responsible for its replacement."

The Board therefore finds that Cone is entitled to be paid the Contract Unit Price for Test Pile Furnished.

I certify that I participated in all of the meetings of the DRB regarding the Dispute indicated above and concur with the findings and recommendations.

Polk County Section 3B - Disputes Review Board

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Dolph Hanson Chairman	John C. Norton Member	John H. Duke Member

CC: Jim Moulton, Jr., P.E.