

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
Pantech Construction Company, Inc.) ASBCA No. 54502
)
Under Contract No. DACA31-02-C-0041)

APPEARANCES FOR THE APPELLANT: Roger C. Jones, Esq.
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OPINION BY ADMINISTRATIVE JUDGE KETCHEN

The appeal arises from a claim by Pantech Construction Company, Inc. (Pantech or appellant) in the amount of \$38,886.00 and for eight (8) days of compensable delay for an alleged constructive change under the contract by the U.S. Army Corps of Engineers (Corps or government). The alleged constructive change required Pantech to construct steel rebar reinforced cages within the 14" diameter auger-placed grout (augercast) piles constructed beneath all walls of the Columbarium Phase IV A (Columbarium) at the Arlington National Cemetery in Arlington, VA. The Board has jurisdiction under the Contract Disputes Act of 1978, 41 U.S.C. §§ 601 *et seq.* Both parties waived a hearing and elected to proceed under Board Rule 11 on entitlement only. We deny the appeal.

FINDINGS OF FACT

1. The government awarded the firm, fixed-price Contract No. DACA31-02-C-0041 to Pantech on 24 September 2002 in the amount of \$5,699,132, which was subsequently modified to \$6,396,858, to construct the Columbarium Phase IV A in Arlington National Cemetery. The contract included the FAR 52.243-4, CHANGES (AUG 1987) clause. (R4, tab 3)

2. The Columbarium consists of a vault for urns for placement of the ashes of former members of the armed forces (R4, tab 2). The contract included the costs to construct 187, 14" diameter augercast grout piles for the foundation beneath the walls of

the Columbarium and beneath the fountain within the Columbarium (R4, tabs 2, 6, 9). The contract required Pantech to complete the work not later than 365 days after it received the government's notice to proceed (R4, tab 3).

3. Contract Section 00010, Supplies or Services and Prices, Unit Price Schedule (Unit Price Schedule) provides for lump-sum base Bid Item No. 0001 for construction of the Columbarium complete as specified and shown on the drawings. Pantech bid \$5,104,000 for this item. The Unit Price Schedule also provides for six additional base Bid Item Nos. 0002 through 0007 related to construction of the piles. Pantech bid these items in the total amount of \$183,772. Bid Item No. 0003 provides as follows:

0003 Auger-Placed Grout Piles – Pile Lengths (payment item 02465-2 as specified in section 02465) [for an estimated quantity of 4,175 LF].

(R4, tab 3 at 00010-3) The remaining Bid Item Nos. 0002 and 0004-0007 applicable to the piles dealt with mobilization and demobilization, pile grout volumes, an axial compression test program, auger withdrawal, and removal of obstructions (R4, tab 3 at 00010-3, -4).

4. The Unit Price Schedule did not specify steel rebar reinforced cages (rebar reinforcement) for the augercast piles, but referred to contract specification Section 02465, which is identified as Section 02465A AUGER-PLACED GROUT PILES, for payment and construction details (R4, tab 3 at 00010-3, -4; tab 4 at 1-7).

5. Contract specification Section 02465A provides detailed specifications for the installation of the piles, in pertinent part, as follows:

SECTION 02465A

AUGER-PLACED GROUT PILES

PART 1 GENERAL

.....

1.2 UNIT PRICE BASIS FOR BIDS AND PAYMENTS

1.2.1 General

Auger-placed grout piles shall be 14-inches in diameter.

.....

1.2.1.3 Payment

The contract unit prices for each of the various items of work covered under this section shall constitute full compensation for furnishing all plant, labor, equipment, materials, and supplies, and performing all operations specified herein, shown on the drawings, directed by the Contracting Officer, or are otherwise required to satisfactorily complete each item of work. All costs required to complete the work in this section which are not otherwise specified for separate payment shall be considered incidental to and included in the contract prices for the various items of work in the Unit Price Schedule.

.....

1.2.3 Pile Lengths

... Payment will be made for satisfactorily installed pile lengths at the contract unit price per linear foot for Item 02465-2, "Auger-Placed Grout Piles, Pile Lengths," of the Unit Price Schedule, which shall include payment for all costs of furnishing all necessary equipment, tools, materials, labor, and supervision for augering, pile cut-offs, *reinforcing*, and casings for pile installation, and all other work incidental thereto, exclusive of the grout placed in the augered pile holes. [Emphasis added]

1.2.4 Pile Grout Volumes

. . . Payment will be made for satisfactorily installed pile lengths at the contract unit price per cubic foot (cf) for Item 02465-3, "Auger-Placed Grout Piles, Pile Grout Volumes," of the Unit Price Schedule, which shall include payment for furnishing and installing grout and all other work incidental thereto, exclusive of that work covered under the payment item for pile lengths.

. . . .

1.3 DESCRIPTION AND DESIGN INTENT

Auger-placed grout piles are formed by the rotation of a continuous flight hollow-shaft auger into the ground to the tip elevation established by the requirements specified elsewhere in this section. Grout is then injected through the auger shaft as the auger is being withdrawn in such a way as to exert removing pressure on the withdrawing earth-filled auger as well as lateral pressure on the soil surrounding the grout-filled pile hole. It is the intent of the pile design to bear a minimum of 5 feet into the dense sand and gravel layer. This dense layer lies below approximately 20 to 30 feet (actual depth varies) of less dense soils which in many areas are from previous filling activities at the site. The anticipated test pile length is 25 to 35 feet and the actual test pile tip elevation will be directed by the contracting officer during installation. The test pile will be loaded to 200 tons with an overload test requirement to 250 tons as hereinafter specified in paragraph TEST PILE.

. . . .

PART 2 PRODUCTS

. . . .

2.1.2 Reinforcement

Materials, assembly, and placement of *reinforcement* shall conform to the requirements of SECTION 03200 CONCRETE REINFORCEMENT. *The sizes of the*

vertical bars and ties shall conform to the details shown on the drawings. To assist in the insertion of the *reinforcing cage* into the grouted hole, the bottom three ties may be deleted and the cage bars brought to a point subject to the approval of the Contracting Officer. To insure proper centering of the *reinforcing cage within the pile*, the Contractor shall use a centering device and shall submit “centralizer” details to the Contracting Officer as part of the shop drawings for approval. [Emphasis added]

(R4, tab 4 at 1-7)

6. Contract specification Section 03200A, CONCRETE REINFORCEMENT, referred to in contract specification Section 02465A provides detailed instructions for rebar reinforcement of concrete structures as shown on the drawings and specifies that reinforcement shall be placed at locations shown on the drawings (ex. A-1, Section 03200A at 2).

7. We find that the Unit Price Schedule and specification Sections 02465A and 03200A generally describe the requirement to construct rebar reinforced augercast piles beneath the Columbarium as shown on the contract drawings. They nowhere indicate that pile construction involves two types of piles, one with rebar reinforcement and one without.

8. The contract drawings (sheets) F-760-10-10 provide, among other things, details for construction of the 14" augercast piles beneath the internal and external walls of the Columbarium and the fountain structure within the Columbarium (R4, tabs 5-10). Sheet T-1 describes the detail symbols used on the drawings and provides a list of drawing abbreviations, with “TYP” listed as an abbreviation for “typical” (R4, tab 5).

9. Sheet S-1, entitled “NORTH COURT FOUNDATION PLAN,” provides a plan view of the Columbarium, with the large fountain within the Columbarium shown offset to the right and enclosed by interior wall D (also D walls) as shown by Detail D/S-1/S-2. FOUNDATION NOTES on Sheet S-1 provide, in pertinent part, as follows:

1. Pile Design Capacity = 70 tons
2. Payment for piles shall be in accordance with the unit price items included in the contract. Refer to the bid schedule and the specifications.

3. Pile lengths will be determined in the field by the contracting officer. Refer to the specifications.

....

5. The contractor shall note that the piles will be installed into dense sands and gravel and that augering these materials will be difficult. Refer to specifications for equipment and installation requirements.

(R4, tab 6)

10. Sheet S-1 depicts the Columbarium as a rectangular building consisting of four exterior walls labeled by the detail symbol A/S-1/S-2 for wall A (also A walls). Detail symbol A/S-1/S-2 for wall A on Sheet S-1 refers to cross-section, Section A/S-1/S-2 (Section A), on Sheet S-2, entitled "STRUCTURAL SECTION & DETAILS." Similarly, Sheet S-1 depicts other Columbarium walls, respectively, by detail symbols B/S-1/S-2 for wall B (also B walls); C/S-1/S-2 for wall C (also C walls) and D/S-1/S-2 for wall D (also D walls). Sheet S-1 depicts 14" augercast piles by small, round, solid black circles at various locations beneath the A walls and the interior B, C and D walls and beneath the fountain structure. Sheet S-1 contains a drawing note tied by an arrow line to one of the black circles depicting one of the piles beneath wall A that states: "14" AUGER CAST PILE (TYP)." This note is shown at column F, line 2 on Sheet S-1. (R4, tabs 6-7)

11. Sheet S-1 depicts two sets of five parallel rows of walls within the Columbarium to the left of the fountain between column B, line 5, column B, line 3 and column E, line 5, column E, line 3. Sheet S-1 identifies these walls, which are for placement of the urns, as B walls. A passageway running between column A, line 4 and column H, line 4 separates the two sets of B walls. Sheet S-1 also depicts B walls at the four corners of the Columbarium at column A, line 3, column A, line 5, column H, line 5 and column H, line 3, respectively, arranged perpendicular to the A walls. Sheet S-1 depicts C walls at column A, line 4 and column H, line 4, respectively, perpendicular to the A walls at the two entrances into the Columbarium at column A, line 4 and column H, line 4, located at the right and left mid-sections of the Columbarium A walls.

12. As with the exterior A walls, the Sheet S-1 detail symbols B/S-1/S-2 for B walls, C/S-2/S-2 for C walls, D/S-1/S-2 for D walls refer to corresponding cross-sections shown on Sheet S-2 as Section B/S-1/S-2 (Section B), Section C/S-1/S-2 (Section C), Section D/S-1/S-2 (Section D). (R4, tabs 6-7) Sheet S-2 thus depicts construction details by Sections A, B, C and D, respectively, for walls A, B, C and D, including the 14" augercast piles shown beneath the walls. Sheet S-3 depicts cross-section details for the

fountain and its underlying 14" augercast piles that Sheet S-1 depicts in plan view. (R4, tabs 6-8)

13. Sheet S-2 depicts 14 cross-sections, labeled as either details or sections for the various Columbarium structures, along with general drawing notes and pertinent specifications tied to the details and sections. Sheet S-2 depicts Sections A, B, C and D for walls A through D adjacent to one another and aligned from left to right along the lower portion of the drawing. Section B at column D, line 1 on Sheet S-2 depicts two piles located side-by-side beneath the wall B structure. Each Section B pile contains vertical and horizontal lines. A drawing note tied by an arrow line to the vertical and horizontal lines of the left Section B pile states: "4 #7 (TOP 20' OF PILE) W/#4 TIES @ 12" O.C." It is undisputed that this specification represents rebar reinforcement. A drawing note tied by an arrow line to the right Section B pile shown at column D, line 1 states: "14" Ø AUGERCAST PILE (TYP)." In sum, the left Section B pile identifies the vertical and horizontal lines shown for the two Section B piles as rebar reinforcement. The right Section B pile identifies the two Section B piles as "typical" 14" Ø augercast piles. We find the graphic representations and specifications shown by the two Section B piles depict rebar reinforced 14" Ø augercast piles that are labeled as typical. (R4, tab 7)

14. Section A on Sheet S-2 at column B, line 1 depicts two piles beneath wall A. Section C located at column E, line 1 immediately to the right of Section B depicts two piles beneath wall C. Section D located at column F, line 1 immediately to the right of Section C depicts one pile beneath wall D. Sections A, C and D do not contain the vertical and horizontal lines or specifications for rebar reinforcement shown by the Section B piles. These sections do not otherwise depict the structural nature of these piles or label them as 14" augercast piles. Thus, on Sheet S-2, Section B contains the only information that depicts rebar reinforcement for the 14" augercast piles and labels the Section B piles as typical 14" augercast piles. Sheet S-2 nowhere else contains construction information with respect to the structural nature of the piles shown beneath the A, C and D walls and the fountain of the Columbarium. (R4, tab 7)

15. We find that Sheet S-2 consistently uses the "typical" designation to communicate specific construction requirements shown at one detail or section location as applicable across the board to the identical features shown at other cross-section detail and section locations on Sheet S-2 for construction of the Columbarium walls and the piles supporting them. In this regard, the sections shown on Sheet S-2 use "typical" designations to provide construction details applicable to all 14" augercast piles. For example, the right pile of the two Section A piles provides at column B, line 1 a bottom of pile dimension of 4.98' as "typical" that is not shown for the bottom of the Section B, C and D piles. The Section A pile at column B, line 1 also provides a dimension of 2'-0" as "typical" for the height of the similarly sized rectangular wall structures shown above all piles of Sections A through D into which the piles are embedded. Section D at

column F, line 1 depicts as “typical” a dimension of 4" for the vertical length the piles of Sections A through D are embedded into the rectangular wall structures shown above all the piles. (R4, tab 7)

16. Sheet S-1 at column F, line 4 depicts by plan view the fountain structure supported by four 14" augercast piles, with a note that states: “SEE S-3 FOR DETAILS.” Sheet S-3, entitled “STRUCTURAL SECTIONS & DETAILS,” provides details for construction of the fountain within the Columbarium. (R4, tabs 6, 8) Sheet S-3 depicts cross-section details for the four 14" augercast piles beneath the fountain. These piles do not contain vertical and horizontal line symbols indicating rebar reinforcement. However, three identical arrow notes on Sheet S-3 at column C, line 1, column E, line 4 and column F, line 5 directed to the pile cross-sections shown state: “FOR TYPICAL PILE REINF. [REINFORCEMENT] SEE SECTION B/S-1/S-2.” We find the four piles beneath the fountain required rebar reinforcement as shown on Sheet S-2 by Section B, which Sheet S-3 labeled as typical rebar reinforcement for the 14" augercast piles. (R4, tabs 6, 8)

17. Mr. Gerald A. Placek was the government’s civil site design engineer for the Columbarium site. His responsibilities included site inspection of all work occurring outside the Columbarium itself. He had no authority to make decisions with respect to interpretation of the contract’s requirements or concerning the architectural or structural features of the Columbarium. (Declaration of Gerald A. Placek, dated 29 September 2004 (Placek decl.)).

18. Mr. Allen C. Wetzel, Pantech’s quality control manager for the Columbarium, approached Mr. Placek on an unspecified date at the beginning of December, 2002. He inquired whether all 14" augercast piles required rebar reinforcement (affidavit of Allen C. Wetzel, dated 2 November 2004). Mr. Placek informed Mr. Wetzel of his opinion that “all piles would need to be reinforced as per the plans” (Placek decl.).

19. Pantech then submitted to the government Request for Information (RFI) No. 5 on 12 December 2002 concerning whether the contract required it to reinforce all 14" augercast piles. It maintained that only Section B on Sheet S-2 required rebar reinforcement of the 14" augercast piles for the B walls, since Sections A, C and D on Sheet S-2 and Detail B/S-4/S-4 on Sheet S-4 (Ceremonial Shelter Foundation Plan, Roof Framing Plan and Details) did not show rebar reinforcement of the piles. Pantech pointed out that Mr. Placek had informed Pantech orally that all 14" augercast piles required rebar reinforcement. (R4, tab 11) The government sent a response to Pantech with respect to RFI No. 5 stating that rebar “[r]einforcing shown on section B/S-1/S-2 is typical for the entire project” (R4, tab 12). The government also notified Pantech by letter dated 23 December 2002 it was required to provide rebar reinforcement for all Columbarium piles as shown by Section B on Sheet S-2 (R4, tab 13).

20. By letter dated 9 January 2003, Pantech disagreed with the government's interpretation requiring Pantech to provide rebar reinforcement for all Columbarium piles. Pantech insisted that the directive to provide rebar reinforcing for all piles constituted a change to the work. (R4, tab 14) The government disagreed, asserting by letter dated 19 February 2003 that "it is plainly obvious that all auger cost [sic] grout piles are to be reinforc[ed]" (R4, tab 15).

21. By letter dated 6 March 2003, Pantech filed a claim with the contracting officer (CO) in the amount of \$38,886.00 and for eight (8) days of excusable and compensable delay. Pantech requested a contracting officer's final decision (COFD) for a constructive change to the work based on the government's directive that Pantech provide rebar reinforcement for all 14" Ø augercast piles. (R4, tab 16) Pantech's letter stated:

Moreover, the construction drawings are clear and unambiguous. Drawing Nos. S-1 and S-2 . . . indicate non-reinforced piles to be installed beneath wall sections "A," "C," and "D." "Typical" reinforcement is only required beneath "B" wall sections.

(R4, tab 16 at 1) (Emphasis in original) Pantech's letter also stated that "Pantech's interpretation of the contract documents is reasonable, and was the basis for its bid to the government" (R4, tab 16 at 3). The CO issued a COFD on 14 January 2004 denying Pantech's claim (R4, tab 2). Pantech filed a timely appeal.

22. Pantech proffered with its reply brief an affidavit by its president, Dr. Edward Kim. Dr. Kim's affidavit states that Pantech in bidding relied on its interpretation of the drawings and specifications that required it to provide rebar reinforcement only for the 14" augercast piles for wall B as shown by Section B and for the four fountain piles. Dr. Kim's affidavit asserts as well that Dr. Kim relied on his interpretation that the Section A, Section C and Section D piles on Sheet S-2 did not depict rebar reinforcement. (App. br., ex. B) Pantech did not proffer bid papers or other contemporaneous evidence that corroborate Dr. Kim's assertion that Pantech did not include in its bid the cost for rebar reinforcement of the piles beneath walls A, C and D.¹

23. Mr. Paul Parsonault, a registered professional engineer, who was the administrative contracting officer and the area engineer for the government for the

¹ Both Pantech and the government submitted affidavits with their briefs. Neither party objected. We determine the record includes these additional materials pursuant to Board Rule 13.

Columbarium project, provided an affidavit with respect to the requirement for reinforcement of the 14" augercast piles and the specification of a 70 ton pile design capacity for the piles (Declaration of Paul Paroneault, dated 23 September 2004). He states that foundation designers use rebar reinforcement to allow foundation piles to react to lateral loads, uplift loads and construction loads. A designer would not use rebar reinforcement if the designer determined reinforcement was not needed to react to lateral forces or uplift forces. If a pile needs rebar reinforcement, then other piles facing similar conditions also need rebar reinforcement. Mr. Paroneault's affidavit also states that the Sheet S-1 foundation notes specified the same pile design capacity of 70 tons for all piles that the contract required to be 14" diameter augercast piles. He then points out, and we find, that two piles constructed of the same material and having the same diameter but with only one of the piles reinforced with rebar would result in a drastic difference in load capacity between the two piles. The bearing capacity of the two piles would not be increased but the rebar reinforced pile would have a significantly increased lateral loading capacity and uplift capacity. Mr. Paroneault states further that he has never seen augercast piles used without rebar reinforcement in his 20 years of employment with the Corps. (*Id.* at 1-2)

24. We find based on Mr. Paroneault's un rebutted affidavit that reinforcing the B wall piles and not reinforcing the piles beneath the A, C and D walls would result in drastic differences in lateral loading capacity and uplift capacity due to the significantly increased loading and uplift capacity of the B wall piles.

DECISION

The principal issue concerns whether the contract required Pantech to provide rebar reinforcement for the 14" augercast piles constructed beneath walls A, C and D of the Columbarium. Pantech contends, *inter alia*, that it reasonably interpreted the contract specifications and drawings as a whole, maintaining that the drawings are not ambiguous; there is only one reasonable contract interpretation and whether more than one reasonable interpretation exists is not relevant. (App. br. at 5; app. reply br. at 18) Pantech maintains that the specifications establish pricing for only the necessary rebar reinforcement placed at locations shown on the drawings. It points out that the Section B piles as shown on Sheet S-2 indicate rebar reinforcement by vertical and horizontal lines and contain an arrow note to one of the these piles stating "14" Ø AUGERCAST PILE (TYP)." According to Pantech, this drawing representation meant only the 14" augercast piles for the B walls shown by Section B as typical required rebar reinforcement. The government contends, *inter alia*, that Pantech's interpretation is unreasonable and Pantech failed to prove it relied on its interpretation.

We interpret a contract in accordance with an objective standard that gives reasonable meaning to all its provisions and makes sense. *McAbee Construction, Inc. v.*

United States, 97 F.3d 1431, 1435 (Fed. Cir. 1996). We favor a construction that gives a reasonable interpretation to all contract provisions considered as a whole rather than one that “leaves a portion of it useless, inexplicable, inoperative, void, insignificant, meaningless, or superfluous; nor should any provision be construed as being in conflict with another unless no other reasonable interpretation is possible.” *Hol-Gar Manufacturing Corp. v. United States*, 351 F.2d 972, 979 (Ct. Cl. 1965); *Gould, Inc. v. United States*, 935 F.2d 1271, 1274 (Fed. Cir. 1991). See *Hercules, Inc. v. United States*, 292 F.3d 1378, 1381 (Fed. Cir. 2002) (a reasonable meaning given to all parts of a contract effectuates its spirit and purpose).

Whether there is more than one reasonable interpretation of a contract requirement is relevant, since a contract is ambiguous if there is more than one reasonable meaning consistent with its terms. *C. Sanchez and Sons, Inc.*, 6 F.3d 1539, 1544 (Fed. Cir. 1993). If the parties’ differing interpretations create an ambiguity because both are reasonable and consistent with the contract’s provisions, we construe the ambiguity created in favor of the non-drafting party under the rule of *contra proferentem*, provided the ambiguity is latent and the non-drafting party proves it relied on its interpretation prior to bidding. *H. Bendzulla Contracting*, ASBCA No. 51869, 00-1 BCA ¶ 30,803 at 152,074-75. See *Triax Pacific, Inc. v. United States*, 130 F.3d 1469, 1475 (Fed. Cir. 1997). In interpreting contract drawings, we recognize that:

The term “typical” used in architectural and engineering drawings, “signifies an intention that the depicted matter be followed at all locations in the drawings where identical conditions exist without need of reference thereto.”
Mountain States Mechanical, Inc., ASBCA No. 35250, 91-2 BCA ¶ 23,779 at 119,100.

M. A. Mortenson Co., ASBCA Nos. 50716 *et al.*, 99-1 BCA ¶ 30,270 at 149,692. See *R J. Beasley Construction Corp.*, ASBCA No. 33175, 90-3 BCA ¶ 23,004 at 115,520; *George Hyman Construction Co.*, ASBCA No. 28504, 88-2 BCA ¶ 20,613 at 104,164.

In our opinion, Pantech’s interpretation of the contract is unreasonable with respect to limiting the requirement for rebar reinforcement of the 14" augercast piles to only the Section B piles for the B walls. The plain meaning of the contract provisions read as a harmonious whole required Pantech to provide rebar reinforcement for the identical conditions shown for all piles on Sheet S-2. Sheet S-2 consistently applied the term “typical” to a number of construction features shown by the details and sections for the Columbarium walls. This was in accordance with the recognized architectural and engineering drawing practice of using the term “typical” tied to a drawing feature to communicate the requirement for construction of the same feature at identical locations as shown on the drawings (finding 15). Consistent with this standard practice, the

designation on Sheet S-2 of the 70 ton capacity 14" rebar reinforced Section B piles as "typical" adjacent to the same 70 ton design capacity 14" augercast piles shown by Sections A, C and D, which did not contain information as to their structural makeup, expressed the clear intention that identical conditions existed for all 14" augercast piles. All piles thus required rebar reinforcement for the identical conditions shown.

Moreover, Pantech's interpretation that only some of the piles for the Columbarium foundation required reinforcement where other, adjacent piles did not would lead to drastic differences in loading capacity and uplift capacity among the piles contrary to the requirement for the same design capacity for all piles (findings 23, 24). Pantech's interpretation also is unreasonable on this basis.

Furthermore, the note on Sheet S-2 designating the rebar reinforced 14" augercast Section B piles as "typical" would have been superfluous and redundant if not applicable to all section piles. Section B graphically already depicted rebar reinforcement for the piles beneath the B walls by vertical and horizontal lines and a drawing note identifying these lines as representing rebar reinforcement. Read objectively and in context, the three arrow notes on Sheet S-3 for the fountain that characterized the rebar reinforced Section B piles as "typical" also expressed that identical conditions existed for all 14" augercast piles (finding 16).

We also reject as unreasonable Pantech's argument that the Sheet S-2 drawing note directed to the rebar reinforced Section B pile that states "14" Ø AUGERCAST PILE (TYP)" served only to express the pile diameter as typical for the Section B piles for the B walls. As interpreted by Pantech, this note would be superfluous and redundant. The contract provisions already required all augercast piles to be the same 14" in diameter. (*See* Section 02465A ¶ 1.2.1, finding 5)

Pantech next contends that the Sheet S-3 drawing notes for the fountain piles that referred to the Section B piles on Sheet S-2 for typical rebar reinforcement were superfluous and redundant if the Section B piles were intended to be typical for all piles. We disagree. The 14" augercast piles depicted for the fountain piles were shown on a different drawing than Sheet S-2 and amounted to a different condition at a different location. Under these circumstances, an abundance of caution reasonably dictated that Sheet S-3 communicate that the typical detail for the rebar reinforced 14" augercast piles shown by Section B on Sheet S-2 applied as well to the fountain piles. *M. A. Mortenson Co., supra*, 99-1 BCA at 149,692.

In sum, we conclude that Pantech's interpretation of contract requirements with respect to rebar reinforcement of the piles is unreasonable. For this reason, its claim must fail.

We have considered Pantech's additional arguments and reject them as not having merit.

The appeal is denied.

Dated: 21 December 2005

EDWARD G. KETCHEN
Administrative Judge
Armed Services Board
of Contract Appeals

I concur

I concur

MARK N. STEMLER
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

JACK DELMAN
Administrative Judge
Acting Vice Chairman
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 54502, Appeal of Pantech Construction Company, Inc., rendered in conformance with the Board's Charter.

Dated:

CATHERINE A. STANTON
Recorder, Armed Services
Board of Contract Appeals