

C4.

Arkansas
State Claims Commission
MAR 12 2014

RECEIVED

Please Read Instructions on Reverse Side of Yellow copy

Please print in ink or type

BEFORE THE STATE CLAIMS COMMISSION
Of the State of Arkansas

- ☐ Mr.
☐ Mrs.
☐ Ms.
☐ Miss

NATIONWIDE CONSTRUCTION GROUP, Claimant

vs.

State of Arkansas, Respondent

Highway Dept.

COMPLAINT Services Rendered

NATIONWIDE CONSTRUCTION GROUP, the above named Claimant, of 53861 GRATIOT CHESTERFIELD
 (Name) (Street or R.F.D. & No.) (City)
 ME 48051 596-749-6900 County of MACOMB represented by
 (State) (Zip Code) (Daytime Phone No.) (Legal Counsel, if any, for Claim)

of (Street and No.) (City) (State) (Zip Code) (Phone No.) (Fax No.) say:

State agency involved: ARKANSAS STATE HIGHWAY Amount sought: \$ 27,659.48

Month, day, year and place of incident or service: JULY 2013 - SEPTEMBER 2013

Explanation: NATIONWIDE CONSTRUCTION GROUP IS SEEKING ADDITIONAL COMPENSATION PER SECTION 210 (d) OF THE ARKANSAS HIGHWAY STANDARD SPECIFICATIONS FOR ADDITIONAL EXCAVATION AGGREGATE PLACED AND ASPHALT LAID DUE TO THE SUBSTANTIAL VARIATION THAT EXISTED BETWEEN QUANTITIES SHOWN ON PLANS AND WHAT ACTUALLY EXISTED DUE TO CHANGES IN THE TYPICAL SECTION SHOWN ON THE PLANS. THE TYPICAL SECTION SHOWED A 4' WIDE EXISTING SHOULDER WHERE EXISTING WIDTH OF THE SHOULDER VARIED FROM 2'-6" TO 4'. IN ORDER TO MAINTAIN GUARDRAIL SET BACKS AND CABLE GUARDRAIL SET BACKS FROM TRAVEL LANE, ADDITIONAL WORK AND MATERIAL WAS NEEDED. THE THREE PAY ITEMS IN QUESTION WERE ALL CHANGED TO "PLAN QUANTITIES" BY MUTUAL AGREEMENT WITH THE DOT, THUS LIMITING THE CONTRACTOR TO ONLY BEING PAID WHAT THE CONTRACT ORIGINALLY CALLED FOR, EXCEPT FOR ANY CHANGE ORDERS FOR ADDS AND DELETIONS TO ORIGINAL WORK. DESPITE, THE AGREEMENT TO CHANGE ALL PAY ITEMS IN QUESTION TO PLAN QUANTITIES, CONTRACTOR IS STILL DUE ADDITIONAL DOLLARS PER 210 (d)

As parts of this complaint, the claimant makes the statements, and answers the following questions, as indicated: (1) Has claim been presented to any state department or office thereof?

YES when? JANUARY 19TH 2014 to whom? RALPH HALL DEPUTY DIRECTOR/CHIEF ENGINEER

and that the following action was taken thereon: RESOLVE LETTER OF FEBRUARY 25TH AGREEING ON CHANGE OF PAY METHOD, CHANGE ORDERS NOT DENYING CLAIM UNDER 210 (d)

and that \$ was paid thereon: (2) Has any third person or corporation an interest in this claim? NO; if so, state name and address

(Name) (Street or R.F.D. & No.) (City) (State) (Zip Code)

and that the nature thereof is as follows:

and was acquired on in the following manner:

THE UNDERSIGNED states on oath that he or she is familiar with the matters and things set forth in the above complaint, and that he or she verily believes that they are true.

SCOTT M. KELLER
(Print Claimant/Representative Name)

(Signature of Claimant/Representative)

SWORN TO and subscribed before me at

CHESTERFIELD

MI

(SEAL)

on this 10TH day of MARCH 2014

(Date)

(Month) (Year)

(Notary Public)

My Commission Expires:

December

29

2018

(Month)

(Day)

(Year)

SF1-R7/99

ROBERT S. PIETRYKA
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF MACOMB
 MY COMMISSION EXPIRES Dec 29, 2018
 ACTING IN COUNTY OF MACOMB

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott R. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

February 25, 2014

Mr. Scott Keller
Nationwide Construction Group
53861 Gratiot Avenue
Chesterfield, Michigan 48051-1718

RE: Job No. 012177
FAP No.: 9050
No. Little Rock - St. Francis Co. Ln.
(Cable Median Barrier) (S)
Route 40, Sections 33, 41, 42, & 43
Pulaski, Lonoke, Prairie & Monroe Co.

Dear Mr. Keller:

Reference is made to your recent letter appealing the decision of Resident Engineer Mike Hays regarding payment for excavation, aggregate base, and asphalt surfacing on this project.

The original contract provided for measurement of excavation by plan quantity, and measurement for aggregate base and asphalt surfacing by the ton in vehicles. The special detail for guardrail installation on Sheet No. 5 of the plans shows a typical section of 7'-6" widening from the existing pavement edge at appropriate locations for Section A-A and further described these locations in the quantity boxes on Sheets No. 52 and 53 of the plans.

The Nationwide Construction Group decision to place the asphalt widening in an 8'-0" width, rather than the 7'-6" width specified, resulted in an overrun of aggregate base and asphalt for which should be at no cost to the Department. Also, the subgrade was over-excavated, at least in initial guardrail widening locations, and the resulting additional depth was replaced with aggregate base and/or asphalt surfacing. The Department should not be responsible for the cost of this extra material. Additionally, numerous partial loads of asphalt were wasted as evidenced by piles of material at the weigh station area near Remington Road.

The fact that the special detail shows a 4'-0" existing shoulder and you state that the shoulder width is less than 4'-0" has no bearing in regards to payment for the various items of work. The plans show a typical section to be constructed as a 7'-6" widening area with an 8" notched section from the existing pavement edge.

So you intended
problem...

Aesthetic
& Safety Standpoint
did what was
reasonable

To ensure
safety
most

In short, I believe after the agreements were made midstream, all three items were to be paid off of plan quantities and we are merely asking for compensation for the additional asphalt, aggregate and excavation needed to bring the existing shoulder to 4' wide shown on the plans on top of the plan quantities due to the errors in the plans. I believe Mike is deviating from the intent of the standard specifications, in that he is combining the concepts of plan quantities and measurement by weights and establishing a method of payment/measurement that is not an option based on the standards. These additional quantities which we are seeking compensation for are listed on Exhibit C. If there is any additional information that is needed please feel free to contact me.



Scott Keller

Sales Manager

RMD Holdings/dba/Nationwide Construction Group

53861 Gratiot

Chesterfield, MI 48051

direct (586) 270-2011

cell (586) 295-6435

main (586) 749-6900

fax (586) 749-6909

www.nationwide-companies.com

Scott Keller

From:

Sent:

To:

Cc:

Subject:

Scott Keller

Monday, January 13, 2014 3:48 PM

'Mike.Hays@ahd.ar.gov'

Joe Carrier (jcarrier@nationwidecos.com); Robert Demil (rdemil@nationwidecos.com)
012177 ACHM quantities

Was I change
order listed? A.) 5

50 mile
stretch

Mike, I appreciate your quick response. Before, we go to the appeal side, I would like to take one more opportunity to explain our position. It seems to me that the DOT is obligated to pick a method of payment on the item of asphalt and stone. Either, 1.) payment will be made as the contract documents called for which is by weights or 2.) plan quantities will be accepted by both parties. It seems in all of your correspondence to date, the DOT is not committed to one or the other but almost wants to use both methods in it's determination for payment. If the method of payment is based on weights, then it is the DOT's obligation to collect the tickets and deduct the amount for the excess asphalt, from the weights on the tickets, that was put down due to the extra width of the paver and the supposed excess depth. These field measurements would be taken by your inspector and the necessary adjustments made from the total of the tickets collected. Option 2.) would be to base the method of payment on plan quantities. The contractor should be paid the quantities shown on the plans less any change order for work shown on the plans not done. The fact that the contractor put excess material down should not come into play in this method as it was a mutual decision of the contractor and the DOT to change the method of payment on this job for this particular item and of course the excess cost is borne by the contractor. What should be paid though, on top of the revised plan quantities, is any errors that were found on the plans which resulted in more asphalt put down. In this case, it was clear that the existing shoulder was not 4' in width as called out for on the plans which resulted in more asphalt being needed. This should be added to the revised plan quantities, just as the DOT has reduced the original quantity for work not done on the contract. I will follow up with a phone call to you tomorrow.

Thank You



Scott Keller

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A.)

5

Hays, Mike

From: Joe Carrier <jcarrier@nationwidecos.com>
Sent: Monday, July 22, 2013 9:03 AM
To: Hays, Mike
Subject: FW: FW: 012177

See below

From: Durwin Whisenhunt [mailto:durwinwhiz@gmail.com]
Sent: Monday, July 22, 2013 9:59 AM
To: Joe Carrier
Subject: Re: FW: 012177

Yes it should just be the first ones that they had done before i got here. When w get to the ones we are doing now it will be fine. I told him it's going to over run any way it calls for 7feet 6" paver is 8 feet so we are already putting out 6" more when we need to.

On Jul 22, 2013 8:48 AM, "Joe Carrier" <jcarrier@nationwidecos.com> wrote:

Are you good with this ?

From: Hays, Mike [mailto:Mike.Hays@ahtd.ar.gov]
Sent: Monday, July 22, 2013 9:44 AM
To: Joe Carrier
Cc: Trickey, Mark
Subject: 012177

Joe:

The first locations of ACHM for guardrail widening are running high on the rate – about 260 lb/sy versus plan of 220 lb/sy. Apparently the Class 7 is a little lower than it should be in some locations. According to our inspector, Nationwide personnel have told him that they would rather accept plan quantity for payment of ACHM instead of adding Class 7 to locations where the Class 7 is low. If this is the case, I'll need to have Nationwide's agreement to this in writing before we proceed.

Please advise.

J. M. (Mike) Hays

Resident Engineer #61

B.)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

January 7, 2014

Mr. Joe Carrier
Nationwide Construction Group
53861 Gratiot Avenue
Chesterfield, MI 48051-1718

Re: **Additional Quantities**
Job No. 012177
No. Little Rock - St. Francis Co. Ln.
(Cable Median Barrier)(S)
FAP 9050
Route 40, Sections 33, 41, 42 & 43
Pulaski, Lonoke, Prairie & Monroe Counties

Dear Mr. Carrier:

Reference is made to your letter of January 6, 2014, disagreeing with the Department's decision to not pay for additional earthwork, ACHM, and Aggregate Base Course quantities. These issues were previously discussed in our letters of September 13, 2013 and December 27, 2013. Additional ACHM quantity will not be paid for because your subcontractor elected to lay ACHM in 8.0 ft. widths where the plans required 7.5 ft. widths. Additional Aggregate Base Course (Class 7) quantity will not be paid for because your personnel initially performed earthwork cuts excessively deep, resulting in an overrun of Aggregate Base Course (Class 7). These issues were brought to your attention at the time and were agreed to by email from Nationwide superintendent Durwin Whisenhunt, forwarded by you on July 22, 2013. Earthwork quantities were shown on the plans to be paid for as plan quantity; if variations exist, Standard Specification 210.12(d) requires notification and an approved Change Order before any earthwork is begun.

It should be reiterated that with the above listed exceptions, payment has been made for work and materials actually provided. The decision set forth in our letter of December 27, 2013 stands. Your request for additional payment for these materials is denied.

Should you choose to pursue this issue further, Standard Specification 105.01 allows for an appeal, in writing, directly to the Chief Engineer within 60 calendar days of the decision of the Resident Engineer.

Should you have any questions, contact me at 501-945-9514.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Hays", is written over a horizontal line.

Mike Hays
Resident Engineer

c: Construction Engineer
District Engineer

LETTER OF TRANSMITTAL

7

C.)

Location station	location	length of paving	shoulder	sqyd difference from 4'	additional tons asphalt	stone	excavation
261+04	RT. of LML	620'	3'6"	34.44	3.79	12.4	5.89
297+02	LT. of RML	586'	3'6"	32.55	3.58	11.72	5.57
299+67	RT of LML	620'	2'6"	103.33	11.37	37.2	17.67
352+57	LT. of RML	2,011'	3'6"	111.72	12.3	40.22	19.1
355+37	RT of LML	2,011'	3'6"	111.72	12.3	40.22	19.1
444+57	LT. of RML	620'	3'6"	34.44	3.79	12.4	5.89
447+26	RT. of LML	586'	3'6"	32.55	3.58	11.72	5.57
527+60	LT. of RML	586'	3'6"	32.55	3.58	11.72	5.57
387+24	LT. of RML	603'	3'6"	33.5	3.68	12.06	5.72
389+95	RT. of LML	586'	3'6"	32.55	3.58	11.72	5.57
574+17	RT. of LML	586'	3'6"	32.55	3.58	11.72	5.57
713+42	LT. of RML	620'	3'9"	17.22	1.89	6.2	2.94
716+07	RT. of LML	586'	3'6"	32.55	3.58	11.72	5.57
821+51	LT. of RML	603'	3'6"	33.5	3.68	12.06	5.72
824+16	RT. of LML	603'	3'6"	33.5	3.68	12.06	5.72
1339+45	RT. of LML	603'	3'6"	33.5	3.68	12.06	5.72
1443+49	LT. of RML	603'	3'9"	16.75	1.84	6.03	2.94
1554+22	LT. of RML	620'	3'9"	17.22	1.89	6.2	2.94
1556+91	LT. of RML	586'	3'9"	16.27	1.79	5.86	2.78
2028+96	LT. of RML	620'	3'9"	17.22	1.89	6.2	2.94
2031+83	RT. of LML	586'	3'6"	32.55	3.58	11.72	5.57
2099+72	RT. of LML	586'	3'6"	32.55	3.58	11.72	5.57
2761+47	RT. of LML	611'	3'6"	33.94	3.74	12.22	6.44
					99.95	327.15	156.07

Scott Keller

From: Joe Carrier
Sent: Monday, January 13, 2014 1:48 PM
To: Scott Keller
Subject: FW: 012177 ACHM quantities

From: Hays, Mike [mailto:Mike.Hays@ahtd.ar.gov]
Sent: Monday, January 13, 2014 1:27 PM
To: Joe Carrier
Cc: Trickey, Mark
Subject: 012177 ACHM quantities

Joe,

We've checked our ticket reports and compared them against what you sent.

Plan Quantity	2761.00
Change Order	-105.10
Adjusted Plan Qty	2655.90
Paid Quantity	2670.43

You have been paid for 14.53 tons more than the adjusted plan quantity. We examined the tickets you submitted recently by email. There are a few tickets you emailed that we do not have. There were also some tickets paid on Reports 1 and 2 that you did not send. Overall, there is no new information that warrants further investigation.

To repeat:

- Your personnel failed to achieve the required elevation of Aggregate Base Course on certain locations of guardrail widening. Your personnel were advised of this, and in lieu of providing additional Class 7, your personnel elected to place the ACHM at

an increased depth, agreeing that the additional ACHM would not be paid for. This was brought to your attention in my email of 7/22/13; you forwarded Durwin's response agreeing to this on the same day. This is also noted by Clayton in our DWR and diary, dated 7/19/13.

- Your paving subcontractor elected to lay 0.5' additional width for their convenience. This resulted in approximately 110.10 tons of ACHM in locations where the plans called for a width of 7.5'. This was also acknowledged by Durwin in the email of 7/22/13. Also, much waste of ACHM was noted. Please see the attached photo of the Remington Road westbound weigh station as one example.

<<IMAG0184.jpg>>

As discussed previously, the basis of payment for ACHM is by net weights shown on the delivery tickets. However, the Department is not obligated to pay for all tonnage of ACHM shown on tickets even if the tickets are initially taken by the Inspector. Had you placed the ACHM in the guardrail locations at the widths and rates shown on the plans, there would be little (if any) variance from the adjusted plan quantity. The overruns you are requesting payment for are due to your (and your subcontractor's) actions and are not the responsibility of the Department.

The fact that all guardrail widening locations shown on the plans have been accounted for, and the reasons repeated above, are the foundations of my decision to not make further payment of ACHM. As discussed by my letter of 1/7/14, you have the option to appeal this decision to the Chief Engineer.

J. M. (Mike) Hays

Resident Engineer #61

803 Eureka Garden Road

North Little Rock, AR 72117

501-945-9514 (office)

501-590-5375 (cell)

E./

Cranford Asphalt				J & W Trucking			
Ticket #	Date Received	Net Tons	Total Cost	Ticket #	Date Received	Qty/Tons	Amount
65741	7/9/2013	17.66	\$1,437.08	65741	7/9/2013	17.66	\$70.64
65745	7/9/2013	17.49	\$1,423.25	65745	7/9/2013	17.49	\$69.96
65737	7/9/2013	17.65	\$1,436.27	65737	7/9/2013	17.65	\$70.60
65738	7/9/2013	18.84	\$1,533.10	65738	7/9/2013	18.84	\$75.36
65742	7/9/2013	18.87	\$1,535.55	65742	7/9/2013	18.87	\$75.48
65746	7/9/2013	18.84	\$1,533.10	65746	7/9/2013	18.84	\$75.36
65740	7/9/2013	19.22	\$1,564.03	65740	7/9/2013	19.22	\$76.88
65744	7/9/2013	19.1	\$1,554.26	65744	7/9/2013	19.1	\$76.40
65747	7/9/2013	17.6	\$1,432.20	65747	7/9/2013	17.6	\$70.40
65743	7/9/2013	17.69	\$1,439.52	65743	7/9/2013	17.69	\$70.76
65739	7/9/2013	17.69	\$1,439.52	65739	7/9/2013	17.69	\$70.76
66251	7/16/2013	17.82	\$1,450.10	66251	7/16/2013	17.82	\$71.28
66252	7/16/2013	20	\$1,627.50	66252	7/16/2013	20	\$80.00
66253	7/16/2013	17.42	\$1,417.55	66253	7/16/2013	17.42	\$69.68
66254	7/16/2013	17.42	\$1,417.55				
66255	7/16/2013	17.09	\$1,390.70	66255	7/16/2013	17.09	\$68.36
66257	7/16/2013	17.35	\$1,411.86	66257	7/16/2013	17.35	\$69.40
66258	7/16/2013	17.47	\$1,421.62	66258	7/16/2013	17.47	\$69.88
66259	7/17/2013	19.68	\$1,601.46	66259	7/17/2013	19.68	\$78.72
66260	7/17/2013	17.45	\$1,419.99	66260	7/17/2013	17.45	\$69.80
66261	7/17/2013	17.45	\$1,419.99	66261	7/17/2013	17.45	\$69.80
66262	7/17/2013	19.78	\$1,609.60	66262	7/17/2013	19.78	\$79.12
66263	7/17/2013	17.28	\$1,406.16	66263	7/17/2013	17.28	\$69.12
66404	7/17/2013	18.73	\$1,524.15	66404	7/17/2013	18.73	\$74.92
66405	7/17/2013	17.8	\$1,448.48	66405	7/17/2013	17.8	\$71.20
66406	7/17/2013	23.33	\$1,898.48	66406	7/17/2013	23.33	\$93.32
66407	7/17/2013	17.81	\$1,449.29	66407	7/17/2013	17.81	\$71.24
66408	7/17/2013	18.84	\$1,533.10	66408	7/17/2013	18.84	\$75.36
66409	7/17/2013	17.2	\$1,399.65	66409	7/17/2013	17.2	\$68.80
66410	7/17/2013	23.54	\$1,915.57	66410	7/17/2013	23.54	\$94.16
66411	7/17/2013	17.69	\$1,439.52	66411	7/17/2013	17.69	\$70.76
66412	7/18/2013	18.82	\$1,531.48	66412	7/18/2013	18.82	\$75.28
66413	7/18/2013	17.69	\$1,439.52	66413	7/18/2013	17.69	\$70.76
66414	7/18/2013	17.5	\$1,424.06	66414	7/18/2013	17.5	\$70.00
66415	7/18/2013	17.62	\$1,433.83	66415	7/18/2013	17.62	\$70.48
66416	7/18/2013	14.04	\$1,142.50	66416	7/18/2013	14.04	\$56.16
66643	7/19/2013	17.85	\$1,452.54	66643	7/19/2013	17.85	\$71.40
66644	7/19/2013	17.74	\$1,443.59	66644	7/19/2013	17.74	\$70.96
66645	7/19/2013	19.21	\$1,563.21	66645	7/19/2013	19.21	\$76.84
66646	7/19/2013	19.23	\$1,564.84	66646	7/19/2013	19.23	\$76.92
66647	7/19/2013	19.2	\$1,562.40	66647	7/19/2013	19.2	\$76.80
66648	7/19/2013	17.56	\$1,428.94	66648	7/19/2013	17.56	\$70.24
66649	7/19/2013	17.75	\$1,444.41	66649	7/19/2013	17.75	\$71.00
66650	7/19/2013	19.28	\$1,568.91	66650	7/19/2013	19.28	\$77.12
66651	7/20/2013	19.39	\$1,577.86	66651	7/20/2013	19.39	\$77.56
66652	7/20/2013	17.53	\$1,426.50	66652	7/20/2013	17.53	\$70.12
66653	7/20/2013	17.42	\$1,417.55	66653	7/20/2013	17.42	\$69.68
66654	7/20/2013	19.38	\$1,577.05	66654	7/20/2013	19.38	\$77.52
66655	7/20/2013	18.1	\$1,472.89	66655	7/20/2013	18.1	\$72.40
66815	7/23/2013	17.53	\$1,426.50	66815	7/23/2013	17.53	\$70.12
66816	7/23/2013	17.28	\$1,406.16	66816	7/23/2013	17.28	\$69.12
66817	7/23/2013	19.78	\$1,609.60	66817	7/23/2013	19.78	\$79.12
66818	7/23/2013	18.68	\$1,520.08	66818	7/23/2013	18.68	\$74.72

E.)

66819	7/23/2013	17.56	\$1,428.94	66819	7/23/2013	17.56	\$70.24
66820	7/23/2013	17.59	\$1,431.39	66820	7/23/2013	17.59	\$70.36
66821	7/23/2013	18.59	\$1,512.76	66821	7/23/2013	18.59	\$74.36
66822	7/23/2013	20.11	\$1,636.45	66822	7/23/2013	20.11	\$80.44
66823	7/23/2013	20.62	\$1,677.95	66823	7/23/2013	20.62	\$82.48
66824	7/23/2013	17.75	\$1,444.41	66824	7/23/2013	17.75	\$71.00
66825	7/23/2013	17.71	\$1,441.15	66825	7/23/2013	17.71	\$70.84
66826	7/23/2013	18.86	\$1,534.73	66826	7/23/2013	18.86	\$75.44
66827	7/23/2013	19.89	\$1,618.55	66827	7/23/2013	19.89	\$79.56
66828	7/23/2013	19.35	\$1,574.61	66828	7/23/2013	19.35	\$77.40
66829	7/23/2013	17.75	\$1,444.41	66829	7/23/2013	17.75	\$71.00
66830	7/23/2013	17.6	\$1,435.20	66830	7/23/2013	17.6	\$70.40
66831	7/23/2013	18.81	\$1,530.66	66831	7/23/2013	18.81	\$75.24
66832	7/23/2013	19.95	\$1,623.43	66832	7/23/2013	19.95	\$79.80
66833	7/24/2013	19.28	\$1,568.91	66833	7/24/2013	19.28	\$77.12
66834	7/24/2013	17.31	\$1,408.60	66834	7/24/2013	17.31	\$69.24
66835	7/24/2013	9.62	\$782.83	66835	7/24/2013	9.62	\$38.48
66879	7/24/2013	17.64	\$1,435.46	66879	7/24/2013	17.64	\$70.56
66880	7/24/2013	17.85	\$1,452.54	66880	7/24/2013	17.85	\$71.40
66881	7/24/2013	19.25	\$1,566.47	66881	7/24/2013	19.25	\$77.00
66882	7/24/2013	17.7	\$1,440.34	66882	7/24/2013	17.7	\$70.80
66883	7/24/2013	17.78	\$1,446.85	66883	7/24/2013	17.78	\$71.12
66884	7/24/2013	19.24	\$1,565.66	66884	7/24/2103	19.24	\$163.54
66885	7/24/2013	17.73	\$1,442.78	66885	7/24/2013	17.73	\$150.71
66886	7/25/2013	17.73	\$1,442.78	66886	7/25/2013	17.73	\$150.71
66887	7/25/2013	19.42	\$1,575.42	66887	7/25/2013	19.36	\$164.56
66888	7/25/2013	5.28	\$429.66	66888	7/25/2013	5.28	\$44.88
66984	7/25/2013	17.65	\$1,436.27	66984	7/25/2013	17.65	\$150.03
66985	7/25/2013	19.86	\$1,616.11	66985	7/25/2013	19.86	\$168.81
66986	7/25/2013	17.82	\$1,450.10	66986	7/25/2013	17.82	\$151.47
66987	7/25/2013	17.65	\$1,436.27	66987	7/25/2013	17.65	\$150.03
66988	7/25/2013	17.84	\$1,451.73	66988	7/25/2013	17.84	\$151.64
66989	7/25/2013	19.91	\$1,620.18	66989	7/25/2013	19.91	\$169.24
66990	7/25/2013	17.76	\$1,445.22	66990	7/25/2013	17.76	\$150.96
66991	7/25/2013	17.59	\$1,431.39	66991	7/25/2013	17.59	\$149.52
66992	7/26/2013	19.56	\$1,591.70	66992	7/26/2013	19.56	\$166.26
66993	7/26/2013	3.08	\$250.64	66993	7/26/2013	3.08	\$26.18
67111	7/29/2013	17.81	\$1,449.29	67111	7/29/2013	17.81	\$151.39
67112	7/29/2013	17.72	\$1,441.96	67112	7/29/2013	17.72	\$150.62
67113	7/29/2013	19.29	\$1,569.72	67113	7/29/2013	19.29	\$163.97
67114	7/29/2013	19.87	\$1,616.92	67114	7/29/2013	19.87	\$168.90
67115	7/29/2013	17.83	\$1,450.92	67115	7/29/2013	17.83	\$151.56
67116	7/29/2013	17.71	\$1,441.15	67116	7/29/2013	17.71	\$150.54
67117	7/29/2013	19.3	\$1,570.54	67117	7/29/2013	19.3	\$164.05
67118	7/29/2013	19.93	\$1,621.80	67118	7/29/2013	19.93	\$169.41
67119	7/29/2013	19.22	\$1,564.03	67119	7/29/2013	19.22	\$163.37
67120	7/30/2013	10.95	\$891.06	67120	7/30/2013	10.95	\$93.08
67176	7/30/2013	19.87	\$1,616.92	67176	7/30/2013	19.87	\$168.90
67177	7/30/2013	19.34	\$1,573.79	67177	7/30/2013	19.34	\$164.39
67178	7/30/2013	17.9	\$1,456.61	67178	7/30/2013	17.9	\$152.15
67179	7/30/2013	17.71	\$1,441.15	67179	7/30/2013	17.71	\$150.54
67180	7/30/2013	19.9	\$1,619.36	67180	7/30/2013	19.9	\$169.15
67181	7/30/2013	19.39	\$1,577.86	67181	7/30/2013	19.39	\$164.82
67182	7/30/2013	17.84	\$1,451.73	67182	7/30/2013	17.84	\$151.64
67183	7/30/2013	17.64	\$1,435.46	67183	7/30/2013	17.64	\$149.94

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67184	7/30/2013	19.25	\$1,566.47	67184	7/30/2013	19.25	\$163.63
67185	7/30/2013	20	\$1,627.50	67185	7/30/2013	20	\$170.00
67186	7/30/2013	17.85	\$1,452.54	67186	7/30/2013	17.85	\$151.73
67233	7/31/2013	19.27	\$1,568.10	67233	7/31/2013	19.27	\$163.80
67232	7/31/2013	17.61	\$1,433.01	67232	7/31/2013	17.61	\$149.69
67231	7/31/2013	19.19	\$1,561.59	67231	7/31/2013	19.19	\$163.12
67230	7/31/2013	17.61	\$1,433.01	67230	7/31/2013	17.61	\$149.69
67229	7/31/2013	19.61	\$1,595.76	67229	7/31/2013	19.61	\$166.80
67228	7/31/2013	17.64	\$1,435.46	67228	7/31/2013	17.64	\$149.94
67227	7/31/2013	19.29	\$1,569.72	67227	7/31/2013	19.29	\$163.97
67226	7/31/2013	17.6	\$1,432.20	67226	7/31/2013	17.6	\$149.60
67225	7/31/2013	19.64	\$1,568.20	67225	7/31/2013	19.64	\$166.94
67224	7/31/2013	17.85	\$1,452.54	67224	7/31/2013	17.85	\$151.73
67223	7/31/2013	19.13	\$1,556.70	67223	7/31/2013	19.13	\$162.61
67299	8/1/2013	17.75	\$1,444.41	67299	8/1/2013	17.75	\$150.88
67300	8/1/2013	17.51	\$1,424.88	67300	8/1/2013	17.51	\$148.84
67301	8/1/2013	19.74	\$1,606.34	67301	8/1/2013	19.74	\$167.79
67302	8/1/2013	17.91	\$1,457.43	67302	8/1/2013	17.91	\$152.24
67303	8/1/2013	17.57	\$1,429.76	67303	8/1/2013	17.57	\$149.35
67304	8/1/2013	19.95	\$1,623.43	67304	8/1/2013	19.95	\$169.58
67305	8/1/2013	17.62	\$1,433.83	67305	8/1/2013	17.62	\$149.77
67306	8/2/2013	17.79	\$1,447.66	67306	8/2/2013	17.79	\$151.22
67307	8/2/2013	4.12	\$335.26	67307	8/2/2013	4.12	\$35.02
67317	8/2/2013	19.55	\$1,590.88	67317	8/2/2013	19.55	\$166.18
67318	8/2/2013	17.56	\$1,328.95	67318	8/2/2013	17.56	\$149.26
67319	8/2/2013	17.59	\$1,431.41	67319	8/2/2013	17.59	\$149.52
67320	8/2/2013	19.09	\$1,553.45	67320	8/2/2013	19.09	\$162.27
67322	8/2/2013	17.72	\$1,441.96	67322	8/2/2013	17.72	\$150.62
67323	8/2/2013	17.89	\$1,455.80	67323	8/2/2013	17.89	\$152.07
67324	8/2/2013	19.34	\$1,573.79	67324	8/2/2013	19.34	\$164.39
67325	8/2/2013	20.06	\$1,632.38	67325	8/2/2013	20.06	\$170.51
68065	8/19/2013	17.73	\$1,442.78	68065	8/19/2013	17.73	\$150.71
68064	8/19/2013	19.88	\$1,617.74	68064	8/19/2013	19.88	\$168.98
68063	8/19/2013	17.61	\$1,433.01	68063	8/19/2013	17.61	\$149.69
68062	8/19/2013	19.27	\$1,568.10	68062	8/19/2013	19.27	\$163.80
68061	8/19/2013	17.84	\$1,451.73	68061	8/19/2013	17.84	\$151.64
68060	8/19/2013	19.89	\$1,618.55	68060	8/19/2013	19.89	\$169.07
68059	8/19/2013	17.68	\$1,438.71	68059	8/19/2013	17.68	\$150.28
68157	8/20/2013	17.56	\$1,428.94	68157	8/20/2013	17.56	\$149.26
68158	8/20/2013	17.7	\$1,440.34	68158	8/20/2013	17.7	\$150.45
68159	8/20/2013	19.98	\$1,625.87	68159	8/20/2013	19.98	\$169.83
68160	8/20/2013	17.65	\$1,436.27	68160	8/20/2013	17.65	\$150.03
68161	8/20/2013	17.84	\$1,451.73	68161	8/20/2013	17.84	\$151.64
68162	8/20/2013	19.98	\$1,625.87	68162	8/20/2013	19.98	\$169.83
68163	8/20/2013	17.65	\$1,436.27	68163	8/20/2013	17.65	\$150.03
68164	8/21/2013	17.8	\$1,448.48	68164	8/21/2013	17.8	\$151.30
68383	8/22/2013	19.3	\$1,570.54	68383	8/22/2013	19.3	\$202.65
68382	8/22/2013	19.93	\$1,621.80	68382	8/22/2013	19.93	\$169.41
68381	8/22/2013	17.84	\$1,451.73	68381	8/22/2013	17.84	\$187.32
68380	8/22/2013	17.84	\$1,451.73	68380	8/22/2013	17.84	\$151.64
68379	8/22/2013	19.28	\$1,568.91	68379	8/22/2013	19.28	\$202.44
68378	8/22/2013	17.81	\$1,449.29	68378	8/22/2013	17.81	\$187.01
68377	8/22/2013	20.01	\$1,628.31	68377	8/22/2013	20.01	\$210.11

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68376	8/22/2013	17.81	\$1,449.29	68376	8/22/2013	17.81	\$151.39
68264	8/21/2013	19.24	\$1,565.66	68264	8/21/2013	19.24	\$163.54
68265	8/21/2013	17.72	\$1,441.96	68265	8/21/2013	17.72	\$150.62
68266	8/21/2013	19.97	\$1,625.06	68266	8/21/2013	19.97	\$169.75
68267	8/21/2013	17.91	\$1,457.43	68267	8/21/2013	17.91	\$152.24
68522	8/26/2013	17.72	\$1,441.96	68522	8/26/2013	17.72	\$150.62
68523	8/26/2013	19.94	\$1,622.62	68523	8/26/2013	19.94	\$209.37
68524	8/26/2013	17.78	\$1,446.85	68524	8/26/2013	17.78	\$151.13
68525	8/26/2013	19.31	\$1,571.35	68525	8/26/2013	19.31	\$164.14
68526	8/26/2013	19.99	\$1,626.69	68526	8/26/2013	19.99	\$209.90
68527	8/26/2013	17.88	\$1,454.98	68527	8/26/2013	17.88	\$187.74
68528	8/26/2013	17.78	\$1,446.85	68528	8/26/2013	17.78	\$186.69
68529	8/26/2013	19.38	\$1,577.05	68529	8/26/2013	19.38	\$203.49
68530	8/27/2013	20.02	\$1,629.13	68530	8/27/2013	20.02	\$240.24
68531	8/27/2013	9.11	\$741.33	68531	8/27/2013	9.11	\$109.32
68560	8/27/2013	17.79	\$1,447.66	68560	8/27/2013	17.79	\$213.48
68561	8/27/2013	19.86	\$1,616.11	68561	8/27/2013	19.86	\$238.32
68562	8/27/2013	17.67	\$1,437.90	68562	8/27/2013	17.67	\$212.04
68563	8/27/2013	19.26	\$1,567.28	68563	8/27/2013	19.26	\$231.12
68564	8/27/2013	17.77	\$1,446.03	68564	8/27/2013	17.77	\$213.24
68565	8/27/2013	19.88	\$1,617.74	68565	8/27/2013	19.88	\$238.56
68566	8/27/2013	17.66	\$1,437.08	68566	8/27/2013	17.66	\$211.92
68567	8/27/2013	19.43	\$1,581.12	68567	8/27/2013	19.43	\$233.16
68568	8/27/2013	20	\$1,627.50	68568	8/28/2013	20	\$240.00
68569	8/28/2013	5.3	\$431.29	68569	8/28/2013	5.3	\$63.60
68595	8/28/2013	20	\$1,627.50	68595	8/28/2013	20	\$240.00
68596	8/28/2013	17.65	\$1,436.27	68596	8/28/2013	17.65	\$211.80
68597	8/28/2013	17.86	\$1,453.36	68597	8/28/2013	17.86	\$214.32
68598	8/28/2013	19.31	\$1,571.35	68598	8/28/2013	19.31	\$231.72
68599	8/28/2013	17.41	\$1,416.74	68599	8/28/2013	17.41	\$208.92
68600	8/28/2013	19.91	\$1,620.18	68600	8/28/2013	19.91	\$238.92
68601	8/28/2013	17.78	\$1,446.85	68601	8/28/2013	17.78	\$213.36
68602	8/28/2013	19.35	\$1,574.61	68602	8/28/2013	19.35	\$232.20
68603	8/29/2013	16	\$1,302.00	68603	8/29/2013	16	\$192.00
68610	8/29/2013	19.9	\$1,619.36	68610	8/29/2013	19.9	\$169.15
68611	8/29/2013	19.32	\$1,572.16	68611	8/29/2013	19.32	\$164.22
Total				Total			
		3565.33	\$289,996.86			3547.85	\$25,745.19

Scott Keller

From: Joe Carrier
Sent: Wednesday, January 15, 2014 11:30 AM
To: Scott Keller
Subject: FW: 012177

From: Hays, Mike [<mailto:Mike.Hays@ahnd.ar.gov>]
Sent: Tuesday, January 07, 2014 4:07 PM
To: Joe Carrier
Subject: FW: 012177

Please see the highlighted below.

From: [REDACTED] [<mailto:jcarrier@nationwidecos.com>]
Sent: Monday, July 22, 2013 9:03 AM
To: Hays, Mike
Subject: FW: 012177

See below

From: Durwin Whisenhunt [<mailto:durwinwhiz@gmail.com>]
Sent: Monday, July 22, 2013 9:59 AM
To: Joe Carrier
Subject: Re: FW: 012177

it should just be the first ones that they had done before i got here. When w get to the ones we are doing now it will be fine. [REDACTED]

On Jul 22, 2013 8:48 AM, "Joe Carrier" <jcarrier@nationwidecos.com> [REDACTED]:

[REDACTED]

F.)

From: Hays, Mike [mailto:Mike.Hays@ahtd.ar.gov]
Sent: Monday, July 22, 2013 9:44 AM
To: Joe Carrier
Cc: Trickey, Mark
Subject: 012177

Joe:

The first locations of ACHM for guardrail widening are running high on the rate – about 260 lb/sy versus plan of 220 lb/sy. Apparently the Class 7 is a little lower than it should be in some locations. According to our inspector, Nationwide personnel have told him that they would rather accept plan quantity for payment of ACHM instead of adding Class 7 to locations where the Class 7 is low. If this is the case, I'll need to have Nationwide's agreement to this in writing before we proceed.

Please advise.

J. M. (Mike) Hays

Resident Engineer #61

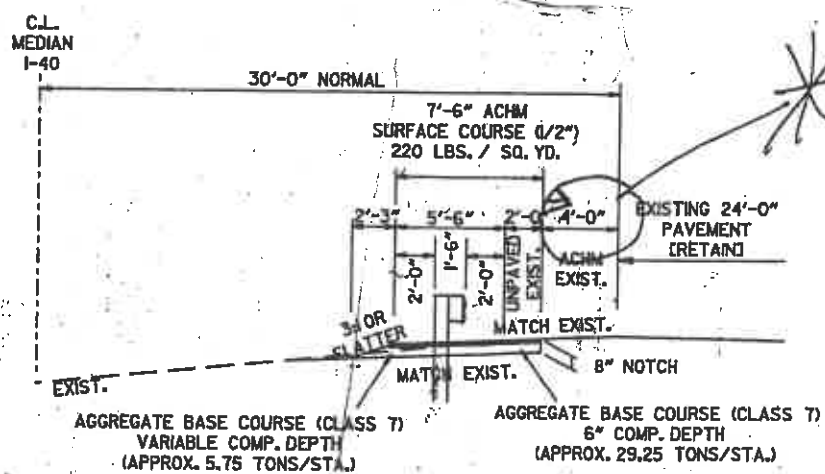
803 Eureka Garden Road

North Little Rock, AR 72117

501-945-9514 (office)

501-590-5375 (cel)

G.)



SECTION A-A

H.)

Scott Keller

From: Joe Carrier
Sent: Tuesday, January 07, 2014 5:02 PM
To: Scott Keller
Subject: Fwd: [BULK] 012177

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----
Subject: RE: [BULK] 012177
From: "Hays, Mike" <Mike.Hays@ahtd.ar.gov>
To: Joe Carrier <jcarrier@nationwidecos.com>
CC: "Trickey, Mark" <Mark.Trickey@ahtd.ar.gov>

Joe,

The plan quantities are estimates of the work required to build the project according to drawings, layouts, typical sections, etc. This contract was set up for us to pay for ACHM and Aggregate Base Course based upon weight tickets from the delivery vehicles. It wouldn't matter if the shoulder in some locations was 6 inches wide. Any additional width has already been accounted for when you furnished the materials needed to build the guardrail where the plans called for it. That is what you have been paid for -- with, of course, the exceptions discussed previously.

I think this is where the communication breakdown is. Perhaps I didn't clarify it properly before. The basis of payment is the quantities from the delivery tickets, not plan quantity.

-----Original Message-----
From: Joe Carrier [mailto:jcarrier@nationwidecos.com]
Sent: Tuesday, January 07, 2014 3:26 PM
To: Hays, Mike
Subject: [BULK] 012177
Importance: Low

Mike, attached is the area I am referring to. The plans and the quantities only accounted for the excavation, stone and asphalt for a 4' existing shoulder, so in the areas that are less than 4' shoulder additional work and materials were needed to fill the gap between.

Nationwide Construction Group
Joe Carrier
Project Manager
53861 Gratiot
Chesterfield, MI 48051
(586) 270-2003 office
(586) 749-6909 fax

I.)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



December 27, 2013

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telephone (501) 569-2400
www.arkhighways.com

Mr. Joe Carrier
Nationwide Construction Group
53861 Gratiot Avenue
Chesterfield, MI 48051-1718

Re: **Additional Quantities – Shoulder Widths**
Job No. 012177
No. Little Rock – St. Francis Co. Ln.
(Cable Median Barrier)(S)
FAP 9050
Route 40, Sections 33, 41, 42 & 43
Pulaski, Lonoke, Prairie & Monroe Counties

Dear Mr. Carrier:

Reference is made to your email of December 23, 2013 requesting additional payment for various materials due to existing inside shoulders of I-40 being narrower than the 4 ft. shown on the plans.

The plans (note under quantity box, Sheet 50) stipulate that earthwork items shall be paid as plan quantity. If variations exist between the quantities shown on the plans and actual quantities, Standard Specification 210.12(d) requires prior notification, as well as an approved Change Order to change the method of measurement, before any earthwork is begun.

Your attention is called to our letter of September 13, 2013, which was in response to your September 3, 2013 request for a time extension due to plan errors. That letter discussed the overrun of ACHM Surface due to your subcontractor's decision to lay ACHM Surface in 8 ft. widths where the plans required widths of 7.5 ft. This excessive width resulted in an overrun of approximately 110.10 tons of ACHM Surface, and the Department's denial of payment for this overrun was agreed to in an email from Durwin Whisenhunt on July 22, 2013.

Our letter of September 13, 2013 also addressed overruns of Aggregate Base Course (Class 7), which were caused by former Nationwide personnel making excessively deep earthwork cuts adjacent to the inside shoulder.

~~Standard Specification 104.02(e)~~ requires that either party discovering differing site conditions "...shall promptly notify the other party in writing of the differing conditions before they are disturbed

1)

and before the affected work is performed." It should be noted that, with the above listed exceptions, payment has been made for work and materials actually provided.

Your request for additional payment for these materials is denied.

Should you have any questions, contact me at 501-945-9514.

Sincerely,



Mike Hays
Resident Engineer

c: Construction Engineer
District Engineer

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION
OF THE STATE OF ARKANSAS

APR 09 2014

RECEIVED

NATIONWIDE CONSTRUCTION GROUP

CLAIMANT

V.

CLAIM NO. 14-0690-CC

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

RESPONDENT

ANSWER

COMES THE RESPONDENT, and for its Answer to the Complaint herein states:

1. The Respondent denies all allegations of the Complaint not admitted herein.
2. Affirmatively pleading, the Respondent states any additional work or material that was needed by the Claimant were caused by Claimant's own actions.

WHEREFORE, the Respondent PRAYS for dismissal of the Complaint, for cost, and all proper relief.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

By: _____

Mark Umeda
Staff Attorney
AHTD, Legal Division
Arkansas Bar No. 2007287
P. O. Box 2261
Little Rock, AR 72203-2261
(501) 569-2165

CERTIFICATE OF SERVICE

I, Mark Umeda, certify that I have served the foregoing Answer upon the Claimant by mailing a true copy of same this 9th of April, 2014, to:

Scott M. Keller

Nationwide Construction Group
53861 Gratiot
Chesterfield, MI 48051



Mark Umeda

AUG 07 2014

RECEIVED

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

NATIONWIDE CONSTRUCTION GROUP, INC.

CLAIMANT

VS.

14-0690-CC

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

RESPONDENT

RESPONDENT'S PRE-HEARING BRIEF**I. Facts**

Nationwide Construction Group, Inc. ("Nationwide") entered into a contract with the Arkansas State Highway Commission to construct 41.582 miles of median cable barrier wall between Little Rock, Arkansas, and Brinkley, Arkansas. These cable barrier walls prevent traffic from crossing the median and striking oncoming traffic. The cable barrier walls require the wire to be under tension, so the wire is anchored to the ground and then tightened. The construction of these cable barriers require the installation of guardrails to protect the cables where they are attached to the ground from being struck by traffic. If the anchor points are struck or damaged by a vehicle, the cable barrier wall may lose its ability to prevent a vehicle from crossing the median. In order to build the guardrails, a 7.5 foot strip of asphalt is placed alongside the existing roadway and the guardrail is then built upon the new asphalt.

In its Complaint, Nationwide contends it was required to do additional work because the plans differed from what was encountered in the project. It writes that the "typical sectioned showed a 4' wide existing shoulder where existing width of the shoulder varied from 2'-6" to 4'." See Complaint. As discussed below, the shoulder width throughout the project would not affect the amount of work or material used by Nationwide. Nationwide's errors caused the

overruns and additional expenses. The Arkansas State Highway Department ("Department") should not be required to pay for the mistakes of Nationwide.

II. Nationwide's Errors Caused the Overruns and Additional Costs

Nationwide contends that the width of the shoulder, the area from the pavement lines to the pavement edge, varied throughout the project. These variations, Nationwide argues, is the reason why it incurred additional costs and expenses. The Department disagrees. Nationwide is responsible for the overruns and extra costs it incurred on the project because of its decisions, errors in its work, and the reading of the plans. First, the plans required Nationwide to place asphalt at 7.5 feet from the existing pavement edge. That is, Nationwide was suppose to excavate from where the pavement ended on the existing road and widen it by 7.5 feet. The width from the pavement line to the pavement edge is irrelevant because the plans directed Nationwide to extend the asphalt 7.5 feet from the pavement edge. Second, Nationwide elected to lay asphalt at 8 feet widths or an additional 0.5 feet through some of the project. Third, Nationwide over-excavated the earth while placing the new asphalt for guardrail installation, and finally, Nationwide wasted material on the job. The Department should not be responsible for the costs associated with Nationwide's mistakes and decisions.

a. The Contract Required Nationwide to Pave 7.5 Feet from the Pavement Edge

The plans for the job instructed Nationwide to extend the pavement edge an additional 7.5 feet. *See Page 14 of the Exhibits.* Nationwide contends that shoulders varied throughout the project. The shoulders, the area between the pavement edge and the lane markings, may vary throughout the job, but it does not affect Nationwide's obligations under the contract.

Nationwide incorrectly believes that the lane markings dictate its responsibilities. The plans directed Nationwide to extend the pavement 7.5 feet from where the pavement ends, not from the

pavement markings or any other place on the existing road. The edge of the existing pavement is not based upon the lines on the road or any other measurements. If Nationwide believes that the lane markings dictated how far to extend the pavement, Nationwide is incorrect. The Department should not be responsible for Nationwide's error in interpreting the plans.

b. Nationwide Elected to Widen the Road an Additional 0.5 Feet

In addition to incorrectly reading the plans, Nationwide elected to extend the pavement edge an additional 0.5 feet. The plans directed Nationwide to extend the pavement 7.5 feet. Nationwide decided to pave 8.0 feet. Nationwide Supervisor, Durwin Wisenhuntit, wrote in an email that the plans "calls for 7feet 6"(sic) [the] paver is 8 feet so we are already putting out 6" more when (sic) we need to." *See Page 1 of the Exhibits.* Here, Nationwide chose to widen the road an additional 0.5 feet. Nationwide should be responsible for these costs. The Department should not bear the expense of Nationwide's decision to pave more than the plans call for.

c. Nationwide Over-Excavated

In addition to placing asphalt wider than the plans detailed, Nationwide over excavated throughout the project. The plans required that earth be removed before placing the new asphalt. Mr. Hays wrote on September 13, 2013, that Nationwide would not be paid for excessive aggregate base course because the earthwork cuts were too deep. *See Page 5 of the Exhibits.* He noted that Nationwide was told of this error, but it made no attempts to correct the situation. Mr. Hays wrote, "Nationwide made no attempts to correct the situation." *Id.* Nationwide acknowledged its mistake in a letter dated, January 6, 2013. Nationwide wrote to Mr. Hays stating that it "was aware that my subcontractor had placed [asphalt in] a wider width and thicker in some areas." *See Page 11 of the Exhibits.* This error is the responsibility of Nationwide, and

the Department should not bear the costs of Nationwide's mistakes. Nationwide is responsible for these additional costs and overruns.

d. Nationwide Wasted Material on the Job

In addition to making excessive earthwork cuts and placing asphalt 0.5 feet more than the plans indicated, Nationwide wasted material on the job. The Department only pays for the material used on the project. It cannot be responsible for material that is not implemented on the job. Page 16 and 17 of the Exhibits clearly shows wasted material. Nationwide should be responsible for its costs and overruns on the job, and the Department cannot be held accountable for Nationwide's errors.

e. The Standard Specifications Prevent Nationwide from Receiving Additional Compensation

As discussed above, Nationwide's additional expenses were created by Nationwide's own actions. However, the contract specifications also prevent Nationwide from receiving additional compensation.

The Standard Specifications for Highway Construction, Edition 2013 ("Standard Specifications") are a part of the contract. *Standard Specification 105.05*. The Standard Specifications require that potential bidders examine the worksite. *Standard Specification 102.06*. Submittal of a bid is considered prima facie evidence that the bidder has made such an examination and is satisfied with the conditions at the job site. *Id.* Here, Nationwide was required to inspect the job before bidding on it. If it noticed the varying shoulders and thought it would affect its ability to complete the job as described, it should have bid accordingly, not at all, or brought it to the attention of the Department. Nationwide did nothing.

Likewise, the Standard Specifications also detail how Nationwide was going to be paid for the earthwork it completed. Standard Specification 210.12(d), reads

When any pay item under this Section is shown on the plans, contract, or otherwise specified as plan quantity, the quantities for such items shall be considered as final quantities and no further measurement will be made . .

Thus, Nationwide should have known before placing its bid that it would only be paid for planned quantity of compacted embankment. It chose to place additional material throughout the road, and it wasted material on the job.

Lastly, if Nationwide believed that the shoulders of the road varied throughout the project, and that this affected its costs, it should have brought it to the Department's attention under the plans. Standard Specification 104.02(c) reads,

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing from those materially from those indicated in the Contract . . . are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Nationwide did not bring the shoulder widths to the attention of the Department until after the Job was complete. The Department could not verify these claims because the project was complete. However, as discussed above, Nationwide made several errors throughout the project that cost Nationwide additional expenses. These errors are not due to any action or inaction by the Department, and thus, Nationwide should bear the costs of these mistakes.

III. Conclusion

Nationwide should bear the responsibilities and costs for the errors it made throughout the project. Nationwide paved 0.5 more than the contract required. It dug too deep throughout the project, and it wasted material. Nationwide was warned several times of these errors, but it failed to properly address them. The Department should not have to compensate Nationwide for these mistakes.

Further, the Standard Specifications do not permit the Department to pay Nationwide additional payments. Nationwide should have inspected the job site. If Nationwide thought that the lane markings affected the costs it would incur on the job, it should have bid accordingly. Similarly, if Nationwide thought that the lane markings created a differing site condition, it should have informed the Department when the work was being completed. It failed to do so. Finally, Nationwide knew or should have known how it would be compensated for its work. The Standard Specifications clearly show that Nationwide would be paid by planned quantity for the work.

Respectfully submitted,

Arkansas State Highway & Transportation
Department

BY:

for Mark Umeda, 2007-285

Attorney for Respondent

Arkansas State Highway and Transportation
Department

P.O. Box 2261

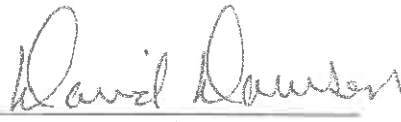
Little Rock, AR 72203-2261

(501) 569-2165

mark.umeda@ahtd.ar.gov

CERTIFICATE OF SERVICE

I hereby certify that service of the foregoing pleading was made to Scott Keller, 53861 Gratiot, Chesterfield, MI 48051, on this 7th day of August, 2014 by placing same, properly addressed, in the U.S. Mail with postage sufficient for delivery.



for Mark Umeda

Hays, Mike

From: Joe Carrier <jcarrier@nationwidecos.com>
Sent: Monday, July 22, 2013 9:03 AM
To: Hays, Mike
Subject: FW: FW: 012177

See below

From: Durwin Whisenhunt [mailto:durwinwhiz@gmail.com]
Sent: Monday, July 22, 2013 9:59 AM
To: Joe Carrier
Subject: Re: FW: 012177

Yes it should just be the first ones that they had done before i got here. When w get to the ones we are doing now it will be fine. I told him it's going to over run any way it calls for 7feet 6" paver is 8 feet so we are already putting out 6" more when we need to.

On Jul 22, 2013 8:48 AM, "Joe Carrier" <jcarrier@nationwidecos.com> wrote:

Are you good with this ?

From: Hays, Mike [mailto:Mike.Hays@ahtd.ar.gov]
Sent: Monday, July 22, 2013 9:44 AM
To: Joe Carrier
Cc: Trickey, Mark
Subject: 012177

Joe:

The first locations of ACHM for guardrail widening are running high on the rate – about 260 lb/sy versus plan of 220 lb/sy. Apparently the Class 7 is a little lower than it should be in some locations. According to our inspector, Nationwide personnel have told him that they would rather accept plan quantity for payment of ACHM instead of adding Class 7 to locations where the Class 7 is low. If this is the case, I'll need to have Nationwide's agreement to this in writing before we proceed.

Please advise.

J. M. (Mike) Hays

Resident Engineer #61

EXHIBITS FOR RESPONDENT'S
PRE-HEARING BRIEF

31

①

NO. LITTLE ROCK-ST. FRANCIS CO. LN. (SEL. SECS.) (CABLE MEDI

Job No. 012177

F. A. P. No. 9050

Lonoke County

July 19, 2013 to July 19, 2013

This is a working day contract.

Friday July 19 56 / 98 Date Authorized: 7/22/2013 Authorized By: Mike Hays
 Time Charged: Contractor able to employ 60% of normal forces and equipment.

DWR Created By: Clayton Lee

Date Authorized: 7/22/2013

Weather: AM: Clear

PM: Cloudy - Trace Rain

High: 98 Low: 74

Precipitation: Rain. .05

Working Conditions: Good.

Engineering Activities: General inspection.

Daily Staff:

Clayton Lee

Roadway Work:

Nationwide closed and opened left lanes on I-40.

ARCO laid asphalt for guard rail widening.

General Notes:

Told Nationwide that rate of asphalt was running over, they said that they knew that it was and they were going to pay for the over run.

Drive Time Thru Project: 4min.

Work Items

Contractor: NATIONWIDE CONSTRUCTION GROUP

Auth	Paid	Location	From Station	To Station	Quantity	Unit
ADVANCE WARNING ARROW PANEL					Project: 012177	Item: 0010
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I-40	230+80. lt 0	116+83. rt 0	1.000	DAY
Remarks:						
Template used to support reported quantity.						
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I-40	230+80. lt 0	116+83. rt 0	1.000	DAY
Remarks:						
Template used to support reported quantity.						
PORTABLE CHANGEABLE MESSAGE SIGN					Project: 012177	Item: 0011
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I-40	230+80. lt 0	116+83. rt 0	1.000	WEEK
Remarks:						
Template used to support reported quantity.						
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I-40	230+80. lt 0	116+83. rt 0	1.000	WEEK
Remarks:						
Template used to support reported quantity.						

Work Force and Equipment

Contractor

Supervisors Workers Hours Worked

ARCO EXCAVATION AND PAVING, INC.

Contractor

Supervisors Workers Hours Worked

NATIONWIDE CONSTRUCTION GROUP

32

2



NATIONWIDE
CONSTRUCTION GROUP
Equal Opportunity Employer

Corporate Office – 53861 Gratiot, Chesterfield, MI 48051
Mailing Address – P.O. Box 480637, New Haven, MI 48048
Phone (586) 749-6900 – Fax (586) 749-6909

September 3, 2013

To: Arkansas State Highway and Transportation
Resident Engineer # 61
803 Eureka Garden Road
Little Rock, AR 72117

Attention: Mike Hays

RE: Job No. 012177

Mr. Hays

There has been multiple error's on the plans with the Guardrail, Stone and Asphalt and has caused additional quantities and work to be performed. As an example of this at sta. 2755+79 to 2761+90 the Guardrail calls for 550'ft. and when you add for the tapers 10' at the end and the 50' to finish the taper back to where the paving begins with Stone & Asphalt it less than what is needed for the 550' of Guardrail causing it to be too short for what is needed for the required Guardrail. It has changed the plan quantity at each of the 41 locations by roughly by 1,000' tons of Stone, 300 tons of Asphalt and the additional excavation that was needed to get this placed. We are looking at more time to get this work to get this completed and I would like to see 25 Working Days added to the contract as a result of these increase.

Respectfully Submitted

Joe Carrier

Project Manager

Nationwide Construction Group

direct (586) 270-2003

cell (586) 484-8852

jcarrier@nationwidecos.com

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

September 13, 2013

Mr. Joe Carrier
Nationwide Construction Group
53861 Gratiot Avenue
Chesterfield, MI 48051-1718

Re: **Request For Extension of Time**
Job No. 012177
No. Little Rock – St. Francis Co. Ln.
(Cable Median Barrier)(S)
FAP 9050
Route 40, Sections 33, 41, 42 & 43
Pulaski, Lonoke, Prairie & Monroe Counties

Dear Mr. Carrier:

Reference is made to your letter of September 3, 2013 requesting a time extension due to plan errors. The typical section on Sheet 5 of the plans allows for varying lengths of guardrail widening, depending on which scenario of Wire Rope Safety Fence is present at each location. These lengths include the following:

50 ft. or 33 ft.	Taper
10 ft.	Buffer
50 ft.	Guardrail Terminal (Type 2)
450 ft.	Guardrail (Type A)
10 ft.	Buffer
50 ft. or 33 ft.	Taper

Please note that the 50' shown for Guardrail Terminal (Type 2) is not included in the 450' length of Guardrail (Type A). The overall length of guardrail widening, therefore, depends on the length of tapers, and is summarized below:

<u>Scenario</u>	<u>Taper Lengths</u>	<u>Overall Length</u>
No WRSF on either end of guardrail	Both 33 ft.	586 ft.
WRSF on one end of guardrail	One 33 ft., One 50 ft.	603 ft.
WRSF on both ends of guardrail	Both 50 ft.	620 ft.

The quantities shown on Sheets 52 and 53 of the plans have been checked and verified that they provide sufficient lengths for guardrail widening, with the exceptions of Sta. 2753+39 – 2758+64 (Lt of Rt Lanes) and Sta. 2756+22 – 2761+47 (Rt of Lt Lanes), which are the stations you cite in your letter. These are the only two locations on the entire project with guardrail length specified as 475 ft., and as such the lengths of widening shown are insufficient for this length of guardrail. With 475 ft. of guardrail, the typical section for these locations

would require 645 ft. of widening. The plans call for 616 ft. of widening for the Right Lanes, and 611 ft. of widening for the Left lanes. This is a shortage of 29 ft. for the Right Lanes, and a shortage of 34 ft. for the Left Lanes. This results in quantities as follows:

Aggregate Base Course (Class 7)

Right Lanes	29 ft. @ 40.75 Ton/Sta	11.82 Ton
Left Lanes	34 ft. @ 35.00 Ton/Sta	11.90 Ton
Total		23.72 Ton

ACHM Surface Course (1/2")

Right Lanes	29 ft. @ 10' width, Rate = 220 lb/sy	3.54 Ton
Left Lanes	34 ft. @ 7.5' width, Rate = 220 lb/sy	3.12 Ton
Total		6.66 Ton
	AB (4.6%)	0.31 Ton
	MA	6.35 Ton

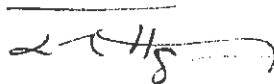
It is noted that the asphalt subcontractor elected to lay ACHM Surface at 8 ft. widths where the plans require widths of 7.5 ft.. This was done at their convenience to avoid finding a narrower paver or blocking their paver. The plans show approximately 18017 ft. of guardrail widening with a width of 7.5 ft.. The additional 0.5 ft. of width applied over this length, using a rate of 220 lb/sy, results in an overrun of approximately 110.10 Tons of ACHM Surface. As of this date, payment has been made for approximately 15 Tons of ACHM Surface over plan quantity. A deduction of payment for this overrun of ACHM Surface will be made on a subsequent estimate.

Aggregate Base Course (Class 7) was placed excessively thick in many locations from the beginning of the project to approximate Sta. 1041+10 (Pauschert Road underpass). Department field personnel repeatedly told Nationwide personnel at the time (Chris Stubblefield, Superintendent, and Eddie Pike, motor patrol operator) that the earthwork cuts being made were too deep and the resulting overrun of Aggregate Base Course quantities would not be paid for. Nationwide personnel made no attempt to correct the situation. It is noted that a change in Nationwide personnel was made during the project, and subsequent guardrail widening operations east of this area were performed properly. The current status for this item shows that the Department will pay for approximately 386 Tons of Aggregate Base Course (Class 7) on the next scheduled estimate. This will bring the project total for this item to approximately 9959 Tons, which is approximately equal to original plan quantity adjusted by the reduction from Change Order #1. Due to the aforementioned overruns that were not corrected, no further payment for this item will be made.

Due to these issues, your request for an extension of time is denied.

Should you have any questions, contact me at 501-945-9514.

Sincerely,



Mike Hays
Resident Engineer

c: District Engineer
Construction Engineer
File

35

5

Hays, Mike

From: Joe Carrier <jcarrier@nationwidecos.com>
Sent: Monday, December 23, 2013 7:22 AM
To: Hays, Mike
Subject: [BULK] 012177
Attachments: 012177 extra quan.xlsx

Importance: Low

Mike, I have attached a spread sheet with the station numbers, existing shoulder widths and what the extra quantities that were placed in these areas. Please review.



NATIONWIDE
CONSTRUCTION GROUP
Equal Opportunity Employer

Nationwide Construction Group

Joe Carrier

Project Manager
53861 Gratiot
Chesterfield, MI 48051
(586) 270-2003 office
(586) 749-6909 fax

Guard Rail Location		location	length of paving	shoulder	sqyd	difference from 4'	additional tons asphalt	stone	excavation
station	station	RT. of LML	620'	3'6"		34.44	3.79	12.4	5.89
256+04	261+04	LT. of RML	586'	3'6"		32.55	3.58	11.72	5.57
292+02	297+02	RT. of LML	620'	2'6"		103.33	11.37	37.2	17.67
294+67	299+67	LT. of RML	2,011'	3'6"		111.72	12.3	40.22	19.1
333+32	352+57	RT. of LML	2,011'	3'6"		111.72	12.3	40.22	19.1
336+12	355+37	LT. of RML	620'	3'6"		34.44	3.79	12.4	5.89
439+57	444+57	RT. of LML	586'	3'6"		32.55	3.58	11.72	5.57
442+26	447+26	LT. of RML	586'	3'6"		32.55	3.58	11.72	5.57
522+60	527+60	RT. of LML	603'	3'6"		33.5	3.68	12.06	5.72
382+24	387+24	LT. of RML	586'	3'6"		32.55	3.58	11.72	5.57
384+95	389+95	RT. of LML	586'	3'6"		32.55	3.58	11.72	5.57
569+17	574+17	LT. of RML	620'	3'9"		17.22	1.89	6.2	2.94
708+42	713+42	RT. of LML	586'	3'6"		32.55	3.58	11.72	5.57
711+07	716+07	LT. of RML	603'	3'6"		33.5	3.68	12.06	5.72
816+51	821+51	RT. of LML	603'	3'6"		33.5	3.68	12.06	5.72
819+16	824+16	LT. of RML	603'	3'6"		33.5	3.68	12.06	5.72
1334+45	1339+45	RT. of LML	603'	3'6"		16.75	1.84	6.03	2.94
1438+49	1443+49	LT. of RML	620'	3'9"		17.22	1.89	6.2	2.94
1549+22	1554+22	RT. of LML	586'	3'9"		16.27	1.79	5.86	2.78
1551+91	1556+91	LT. of RML	620'	3'9"		17.22	1.89	6.2	2.94
2023+96	2028+96	RT. of LML	586'	3'6"		32.55	3.58	11.72	5.57
2026+83	2031+83	LT. of RML	586'	3'6"		32.55	3.58	11.72	5.57
2094+72	2099+72	RT. of LML	611'	3'6"		33.94	3.74	12.22	6.44
2756+22	2761+47								
							99.95	327.15	156.07

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

December 27, 2013

Mr. Joe Carrier
Nationwide Construction Group
53861 Gratiot Avenue
Chesterfield, MI 48051-1718

Re: **Additional Quantities – Shoulder Widths**
Job No. 012177
No. Little Rock – St. Francis Co. Ln.
(Cable Median Barrier)(S)
FAP 9050
Route 40, Sections 33, 41, 42 & 43
Pulaski, Lonoke, Prairie & Monroe Counties

Dear Mr. Carrier:

Reference is made to your email of December 23, 2013 requesting additional payment for various materials due to existing inside shoulders of I-40 being narrower than the 4 ft. shown on the plans.

The plans (note under quantity box, Sheet 50) stipulate that earthwork items shall be paid as plan quantity. If variations exist between the quantities shown on the plans and actual quantities, Standard Specification 210.12(d) requires prior notification, as well as an approved Change Order to change the method of measurement, before any earthwork is begun.

Your attention is called to our letter of September 13, 2013, which was in response to your September 3, 2013 request for a time extension due to plan errors. That letter discussed the overrun of ACHM Surface due to your subcontractor's decision to lay ACHM Surface in 8 ft. widths where the plans required widths of 7.5 ft. This excessive width resulted in an overrun of approximately 110.10 tons of ACHM Surface, and the Department's denial of payment for this overrun was agreed to in an email from Durwin Whisenhunt on July 22, 2013.

Our letter of September 13, 2013 also addressed overruns of Aggregate Base Course (Class 7), which were caused by former Nationwide personnel making excessively deep earthwork cuts adjacent to the inside shoulder.

Standard Specification 104.02(c) requires that either party discovering differing site conditions "...shall promptly notify the other party in writing of the differing conditions before they are disturbed

and before the affected work is performed." It should be noted that, with the above listed exceptions, payment has been made for work and materials actually provided.

Your request for additional payment for these materials is denied.

Should you have any questions, contact me at 501-945-9514.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Hays", with a horizontal line above it.

Mike Hays
Resident Engineer

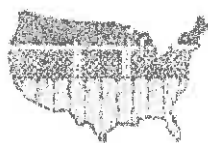
c: Construction Engineer
District Engineer

Hays, Mike

From: Joe Carrier <jcarrier@nationwidecos.com>
Sent: Monday, January 06, 2014 2:55 PM
To: Hays, Mike
Cc: Trickey, Mark
Subject: [BULK] 012177 response letter 4' shoulders.docx
Attachments: 012177 response letter 4' shoulders.docx

Importance: Low

See attached,



NATIONWIDE
CONSTRUCTION GROUP
Equal Opportunity Employer

Nationwide Construction Group

Joe Carrier

Project Manager
53861 Gratiot
Chesterfield, MI 48051
(586) 270-2003 office
(586) 749-6909 fax



NATIONWIDE
CONSTRUCTION GROUP
Equal Opportunity Employer

Corporate Office – 53861 Gratiot, Chesterfield, MI 48051
Mailing Address – P.O. Box 480637, New Haven, MI 48048
Phone (586) 749-6900 – Fax (586) 749-6909

January 6, 2013

To: Arkansas State Highway and Transportation
Resident Engineer # 61
803 Eureka Garden Road
Little Rock, AR 72117

Attention: Mike Hays

RE: Additional Quantities – Shoulder Work
Job# 012177
North Little Rock to St. Francis County Line
Cable Median Barrier, Various Counties
Federal Aid Project 9050

Mr. Hays

In response to your letter dated 12-27-13, I do not agree with your decision for not paying for the extra quantities that were placed. The way this issue came about was sometime after completion of the project I was going thru receipts from the asphalt supplier (Cranford) and found that there was more asphalt purchased than what the plan quantities were. I am aware that my subcontractor had placed a wider width and thicker in some areas. Upon my investigation I found several areas on the project that the existing shoulders were less than the 4' as shown on the plans. I had put this in a spread sheet and calculated the differences that it would be with the lesser shoulder width and had sent this for review. You refer to section 104.02 Differing Site Conditions and I understand the provision, however I was not aware of the shoulders being less than 4' until weeks after the project was done. I spoke with you on the phone about this and you said "let me know what areas these are and we will take a look into this". I am unsure if you actually went to these areas or not? But what I can tell you is that the shoulders are less than shown on the plans and additional materials were placed. Section 105.05 also states that "Neither the Contractor nor the Department shall take advantage of any apparent error or omission on the plans or in the proposal, contract or specification." I feel with your decision that you are taking advantage of said error that was not on the plans and quantities, and payment is due for the work that was done.

Respectfully Submitted

Joe Carrier

Project Manager

Nationwide Construction Group

direct (586) 270-2003

cell (586) 484-885

41

(11)

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

January 7, 2014

Mr. Joe Carrier
Nationwide Construction Group
53861 Gratiot Avenue
Chesterfield, MI 48051-1718

Re: **Additional Quantities**
Job No. 012177
No. Little Rock – St. Francis Co. Ln.
(Cable Median Barrier)(S)
FAP 9050
Route 40, Sections 33, 41, 42 & 43
Pulaski, Lonoke, Prairie & Monroe Counties

Dear Mr. Carrier:

Reference is made to your letter of January 6, 2014, disagreeing with the Department's decision to not pay for additional earthwork, ACHM, and Aggregate Base Course quantities. These issues were previously discussed in our letters of September 13, 2013 and December 27, 2013. Additional ACHM quantity will not be paid for because your subcontractor elected to lay ACHM in 8.0 ft. widths where the plans required 7.5 ft. widths. Additional Aggregate Base Course (Class 7) quantity will not be paid for because your personnel initially performed earthwork cuts excessively deep, resulting in an overrun of Aggregate Base Course (Class 7). These issues were brought to your attention at the time and were agreed to by email from Nationwide superintendent Durwin Whisenhunt, forwarded by you on July 22, 2013. Earthwork quantities were shown on the plans to be paid for as plan quantity; if variations exist, Standard Specification 210.12(d) requires notification and an approved Change Order before any earthwork is begun.

It should be reiterated that with the above listed exceptions, payment has been made for work and materials actually provided. The decision set forth in our letter of December 27, 2013 stands. Your request for additional payment for these materials is denied.

Should you choose to pursue this issue further, Standard Specification 105.01 allows for an appeal, in writing, directly to the Chief Engineer within 60 calendar days of the decision of the Resident Engineer.

Should you have any questions, contact me at 501-945-9514.

Sincerely,

Mike Hays
Resident Engineer

c: Construction Engineer
District Engineer

42

12

Hays, Mike

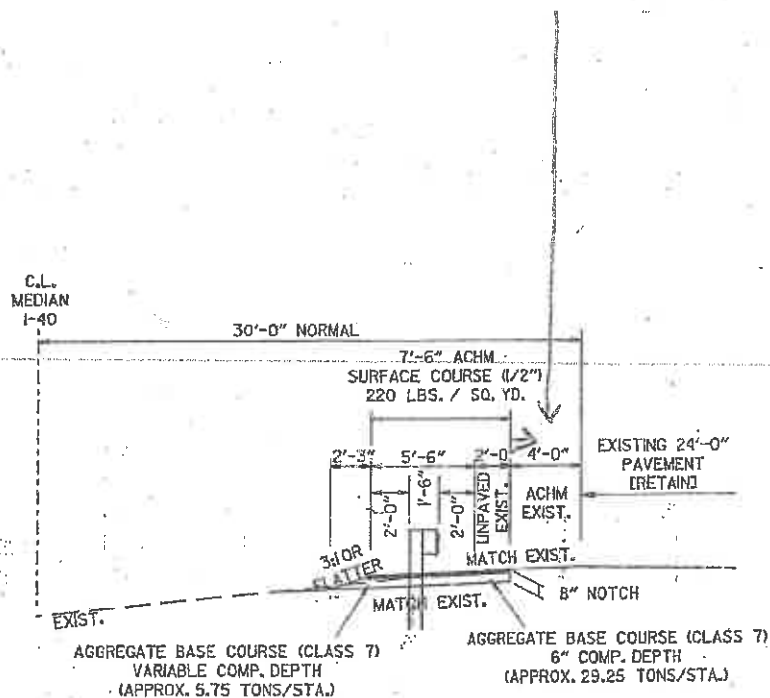
From: Joe Carrier <jcarrier@nationwidecos.com>
Sent: Tuesday, January 07, 2014 3:26 PM
To: Hays, Mike
Subject: [BULK] 012177
Attachments: doc20140107161943.pdf

Importance: Low

Mike, attached is the area I am referring to. The plans and the quantities only accounted for the excavation, stone and asphalt for a 4' existing shoulder, so in the areas that are less than 4' shoulder additional work and materials were needed to fill the gap between.

Nationwide Construction Group
Joe Carrier
Project Manager
53861 Gratiot
Chesterfield, MI 48051
(586) 270-2003 office
(586) 749-6909 fax

WHEN THIS AREA IS LESS THAN 4' WE
 HAD TO INSTALL MORE THAN THE QUANTITIES,
 AS EVERYTHING IS CALCULATED WITH A 4' SHOULDER
 WITH NO VARIATIONS



SECTION A-A

Hays, Mike

From: Hays, Mike
Sent: Tuesday, January 07, 2014 3:57 PM
To: 'Joe Carrier'
Cc: Trickey, Mark
Subject: RE: [BULK] 012177

Joe,

The plan quantities are estimates of the work required to build the project according to drawings, layouts, typical sections, etc. This contract was set up for us to pay for ACHM and Aggregate Base Course based upon weight tickets from the delivery vehicles. It wouldn't matter if the shoulder in some locations was 6 inches wide. Any additional width has already been accounted for when you furnished the materials needed to build the guardrail where the plans called for it. That is what you have been paid for -- with, of course, the exceptions discussed previously.

I think this is where the communication breakdown is. Perhaps I didn't clarify it properly before. The basis of payment is the quantities from the delivery tickets, not plan quantity.

-----Original Message-----

From: Joe Carrier [<mailto:jcarrier@nationwidecos.com>]
Sent: Tuesday, January 07, 2014 3:26 PM
To: Hays, Mike
Subject: [BULK] 012177
Importance: Low

Mike, attached is the area I am referring to. The plans and the quantities only accounted for the excavation, stone and asphalt for a 4' existing shoulder, so in the areas that are less than 4' shoulder additional work and materials were needed to fill the gap between.

Nationwide Construction Group
Joe Carrier
Project Manager
53861 Gratiot
Chesterfield, MI 48051
(586) 270-2003 office
(586) 749-6909 fax

Hays, Mike

From: Hays, Mike
Sent: Monday, January 13, 2014 12:27 PM
To: Joe Carrier (jcarrier@nationwidecos.com)
Cc: Trickey, Mark
Subject: 012177 ACHM quantities

Joe,

We've checked our ticket reports and compared them against what you sent.

Plan Quantity	2761.00
Change Order	-105.10
Adjusted Plan Qty	2655.90
Paid Quantity	2670.43

You have been paid for 14.53 tons more than the adjusted plan quantity. We examined the tickets you submitted recently by email. There are a few tickets you emailed that we do not have. There were also some tickets paid on Reports 1 and 2 that you did not send. Overall, there is no new information that warrants further investigation.

To repeat:

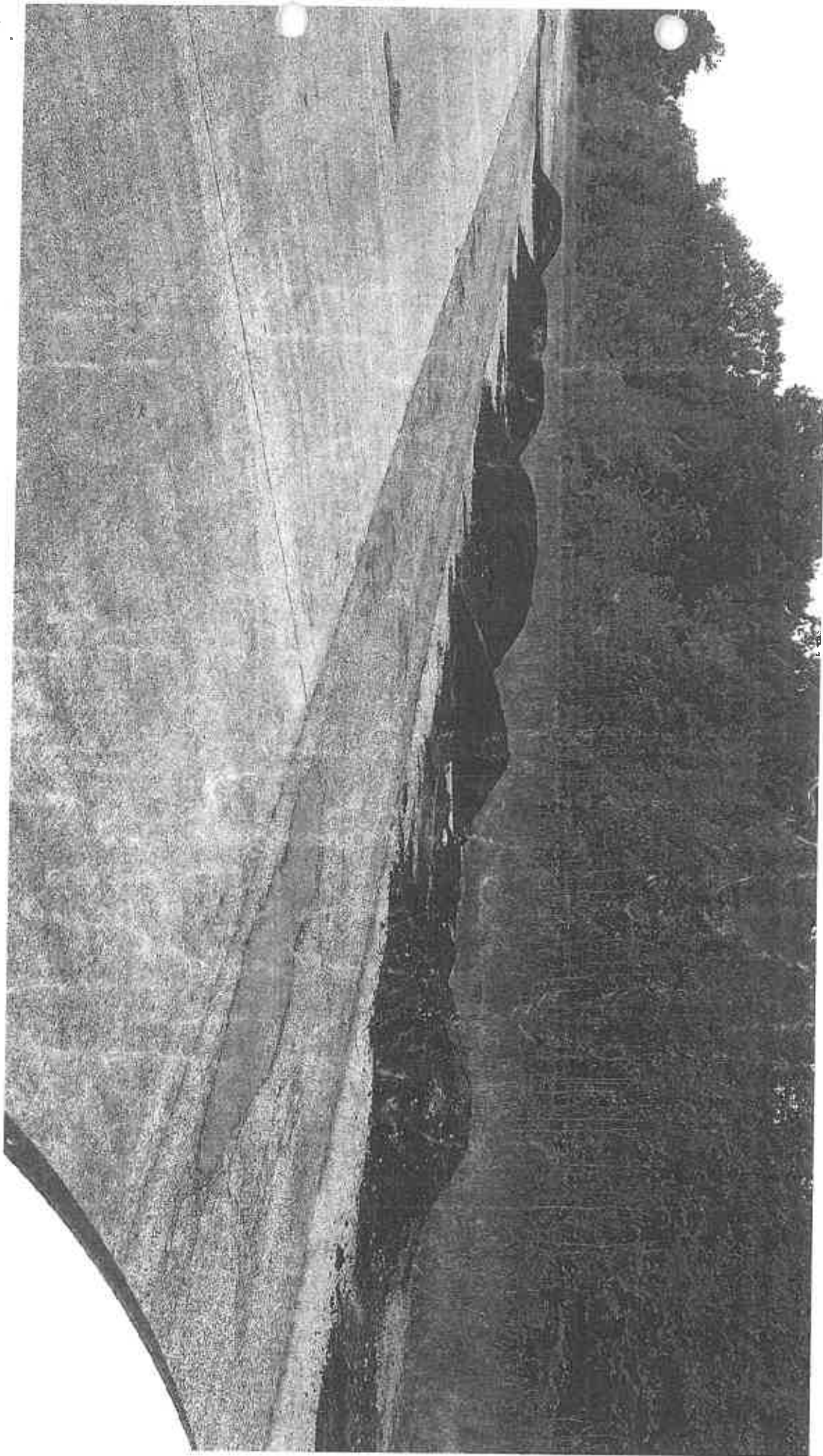
- Your personnel failed to achieve the required elevation of Aggregate Base Course on certain locations of guardrail widening. Your personnel were advised of this, and in lieu of providing additional Class 7, your personnel elected to place the ACHM at an increased depth, agreeing that the additional ACHM would not be paid for. This was brought to your attention in my email of 7/22/13; you forwarded Durwin's response agreeing to this on the same day. This is also noted by Clayton in our DWR and diary, dated 7/19/13.
- Your paving subcontractor elected to lay 0.5' additional width for their convenience. This resulted in approximately 110.10 tons of ACHM in locations where the plans called for a width of 7.5'. This was also acknowledged by Durwin in the email of 7/22/13.

Also, much waste of ACHM was noted. Please see the attached photo of the Remington Road westbound weigh station as one example.



As discussed previously, the basis of payment for ACHM is by net weights shown on the delivery tickets. However, the Department is not obligated to pay for all tonnage of ACHM shown on tickets even if the tickets are initially taken by the Inspector. Had you placed the ACHM in the guardrail locations at the widths and rates shown on the plans, there would be little (if any) variance from the adjusted plan quantity. The overruns you are requesting payment for are due to your (and your subcontractor's) actions and are not the responsibility of the Department.

The fact that all guardrail widening locations shown on the plans have been accounted for, and the reasons repeated above, are the foundations of my decision to not make further payment of ACHM. As discussed by my letter of 1/7/14, you have the option to appeal this decision to the Chief Engineer.



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Hays, Mike

From: Scott Keller <skeller@nationwidecos.com>
Sent: Monday, January 13, 2014 2:48 PM
To: Hays, Mike
Cc: Joe Carrier; Robert Demil
Subject: [BULK] 012177 ACHM quantities

Importance: Low

Mike, I appreciate your quick response. Before, we go to the appeal side, I would like to take one more opportunity to explain our position. It seems to me that the DOT is obligated to pick a method of payment on the item of asphalt and stone. Either, 1.) payment will be made as the contract documents called for which is by weights or 2.) plan quantities will be accepted by both parties. It seems in all of your correspondence to date, the DOT is not committed to one or the other but almost wants to use both methods in it's determination for payment. If the method of payment is based on weights, then it is the DOT'S obligation to collect the tickets and deduct the amount for the excess asphalt, from the weights on the tickets, that was put down due to the extra width of the paver and the supposed excess depth. These field measurements would be taken by your inspector and the necessary adjustments made from the total of the tickets collected. Option 2.) would be to base the method of payment on plan quantities. The contractor should be paid the quantities shown on the plans less any change order for work shown on the plans not done. The fact that the contractor put excess material down should not come into play in this method as it was a mutual decision of the contractor and the DOT to change the method of payment on this job for this particular item and of course the excess cost is borne by the contractor. What should be paid though, on top of the revised plan quantities, is any errors that were found on the plans which resulted in more asphalt put down. In this case, it was clear that the existing shoulder was not 4' in width as called out for on the plans which resulted in more asphalt being needed. This should be added to the revised plan quantities, just as the DOT has reduced the original quantity for work not done on the contract. I will follow up with a phone call to you tomorrow.

Thank You



NATIONWIDE
CONSTRUCTION GROUP
Building the future, one project at a time.

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Chesterfield, MI 48051
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www.nationwide-companies.com

Hays, Mike

From: Scott Keller <skeller@nationwidecos.com>
Sent: Tuesday, January 14, 2014 3:12 PM
To: Hays, Mike
Subject: [BULK] 012177 ACHM quantities
Attachments: Copy of Asphalt.xlsx

Importance: Low

Mike, here is spreadsheet which tallies asphalt qty's which Joe provided you back up for.



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Cranford Asphalt				J & W Trucking			
Ticket #	Date Received	Net Tons	Total Cost	Ticket #	Date Received	Qty/Tons	Amount
65741	7/9/2013	17.66	\$1,437.08	65741	7/9/2013	17.66	\$70.64
65745	7/9/2013	17.49	\$1,423.25	65745	7/9/2013	17.49	\$69.96
65737	7/9/2013	17.65	\$1,436.27	65737	7/9/2013	17.65	\$70.60
65738	7/9/2013	18.84	\$1,533.10	65738	7/9/2013	18.84	\$75.36
65742	7/9/2013	18.87	\$1,535.55	65742	7/9/2013	18.87	\$75.48
65746	7/9/2013	18.84	\$1,533.10	65746	7/9/2013	18.84	\$75.36
65740	7/9/2013	19.22	\$1,564.03	65740	7/9/2013	19.22	\$76.88
65744	7/9/2013	19.1	\$1,554.26	65744	7/9/2013	19.1	\$76.40
65747	7/9/2013	17.6	\$1,432.20	65747	7/9/2013	17.6	\$70.40
65743	7/9/2013	17.69	\$1,439.52	65743	7/9/2013	17.69	\$70.76
65739	7/9/2013	17.69	\$1,439.52	65739	7/9/2013	17.69	\$70.76
66251	7/16/2013	17.82	\$1,450.10	66251	7/16/2013	17.82	\$71.28
66252	7/16/2013	20	\$1,627.50	66252	7/16/2013	20	\$80.00
66253	7/16/2013	17.42	\$1,417.55	66253	7/16/2013	17.42	\$69.68
66254	7/16/2013	17.42	\$1,417.55				
66255	7/16/2013	17.09	\$1,390.70	66255	7/16/2013	17.09	\$68.36
66257	7/16/2013	17.35	\$1,411.86	66257	7/16/2013	17.35	\$69.40
66258	7/16/2013	17.47	\$1,421.62	66258	7/16/2013	17.47	\$69.88
66259	7/17/2013	19.68	\$1,601.46	66259	7/17/2013	19.68	\$78.72
66260	7/17/2013	17.45	\$1,419.99	66260	7/17/2013	17.45	\$69.80
66261	7/17/2013	17.45	\$1,419.99	66261	7/17/2013	17.45	\$69.80
66262	7/17/2013	19.78	\$1,609.60	66262	7/17/2013	19.78	\$79.12
66263	7/17/2013	17.28	\$1,406.16	66263	7/17/2013	17.28	\$69.12
66404	7/17/2013	18.73	\$1,524.15	66404	7/17/2013	18.73	\$74.92
66405	7/17/2013	17.8	\$1,448.48	66405	7/17/2013	17.8	\$71.20
66406	7/17/2013	23.33	\$1,898.48	66406	7/17/2013	23.33	\$93.32
66407	7/17/2013	17.81	\$1,449.29	66407	7/17/2013	17.81	\$71.24
66408	7/17/2013	18.84	\$1,533.10	66408	7/17/2013	18.84	\$75.36
66409	7/17/2013	17.2	\$1,399.65	66409	7/17/2013	17.2	\$68.80
66410	7/17/2013	23.54	\$1,915.57	66410	7/17/2013	23.54	\$94.16
66411	7/17/2013	17.69	\$1,439.52	66411	7/17/2013	17.69	\$70.76
66412	7/18/2013	18.82	\$1,531.48	66412	7/18/2013	18.82	\$75.28
66413	7/18/2013	17.69	\$1,439.52	66413	7/18/2013	17.69	\$70.76
66414	7/18/2013	17.5	\$1,424.06	66414	7/18/2013	17.5	\$70.00
66415	7/18/2013	17.62	\$1,433.83	66415	7/18/2013	17.62	\$70.48
66416	7/18/2013	14.04	\$1,142.50	66416	7/18/2013	14.04	\$56.16
66643	7/19/2013	17.85	\$1,452.54	66643	7/19/2013	17.85	\$71.40
66644	7/19/2013	17.74	\$1,443.59	66644	7/19/2013	17.74	\$70.96
66645	7/19/2013	19.21	\$1,563.21	66645	7/19/2013	19.21	\$76.84
66646	7/19/2013	19.23	\$1,564.84	66646	7/19/2013	19.23	\$76.92
66647	7/19/2013	19.2	\$1,562.40	66647	7/19/2013	19.2	\$76.80
66648	7/19/2013	17.56	\$1,428.94	66648	7/19/2013	17.56	\$70.24
66649	7/19/2013	17.75	\$1,444.41	66649	7/19/2013	17.75	\$71.00
66650	7/19/2013	19.28	\$1,568.91	66650	7/19/2013	19.28	\$77.12
66651	7/20/2013	19.39	\$1,577.86	66651	7/20/2013	19.39	\$77.56
66652	7/20/2013	17.53	\$1,426.50	66652	7/20/2013	17.53	\$70.12
66653	7/20/2013	17.42	\$1,417.55	66653	7/20/2013	17.42	\$69.68
66654	7/20/2013	19.38	\$1,577.05	66654	7/20/2013	19.38	\$77.52
66655	7/20/2013	18.1	\$1,472.89	66655	7/20/2013	18.1	\$72.40
66815	7/23/2013	17.53	\$1,426.50	66815	7/23/2013	17.53	\$70.12
66816	7/23/2013	17.28	\$1,406.16	66816	7/23/2013	17.28	\$69.12
66817	7/23/2013	19.78	\$1,609.60	66817	7/23/2013	19.78	\$79.12
66818	7/23/2013	18.68	\$1,520.08	66818	7/23/2013	18.68	\$74.72

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66819	7/23/2013	17.56	\$1,428.94	66819	7/23/2013	17.56	\$70.24
66820	7/23/2013	17.59	\$1,431.39	66820	7/23/2013	17.59	\$70.36
66821	7/23/2013	18.59	\$1,512.76	66821	7/23/2013	18.59	\$74.36
66822	7/23/2013	20.11	\$1,636.45	66822	7/23/2013	20.11	\$80.44
66823	7/23/2013	20.62	\$1,677.95	66823	7/23/2013	20.62	\$82.48
66824	7/23/2013	17.75	\$1,444.41	66824	7/23/2013	17.75	\$71.00
66825	7/23/2013	17.71	\$1,441.15	66825	7/23/2013	17.71	\$70.84
66826	7/23/2013	18.86	\$1,534.73	66826	7/23/2013	18.86	\$75.44
66827	7/23/2013	19.89	\$1,618.55	66827	7/23/2013	19.89	\$79.56
66828	7/23/2013	19.35	\$1,574.61	66828	7/23/2013	19.35	\$77.40
66829	7/23/2013	17.75	\$1,444.41	66829	7/23/2013	17.75	\$71.00
66830	7/23/2013	17.6	\$1,435.20	66830	7/23/2013	17.6	\$70.40
66831	7/23/2013	18.81	\$1,530.66	66831	7/23/2013	18.81	\$75.24
66832	7/23/2013	19.95	\$1,623.43	66832	7/23/2013	19.95	\$79.80
66833	7/24/2013	19.28	\$1,568.91	66833	7/24/2013	19.28	\$77.12
66834	7/24/2013	17.31	\$1,408.60	66834	7/24/2013	17.31	\$69.24
66835	7/24/2013	9.62	\$782.83	66835	7/24/2013	9.62	\$38.48
66879	7/24/2013	17.64	\$1,435.46	66879	7/24/2013	17.64	\$70.56
66880	7/24/2013	17.85	\$1,452.54	66880	7/24/2013	17.85	\$71.40
66881	7/24/2013	19.25	\$1,566.47	66881	7/24/2013	19.25	\$77.00
66882	7/24/2013	17.7	\$1,440.34	66882	7/24/2013	17.7	\$70.80
66883	7/24/2013	17.78	\$1,446.85	66883	7/24/2013	17.78	\$71.12
66884	7/24/2013	19.24	\$1,565.66	66884	7/24/2013	19.24	\$163.54
66885	7/24/2013	17.73	\$1,442.78	66885	7/24/2013	17.73	\$150.71
66886	7/25/2013	17.73	\$1,442.78	66886	7/25/2013	17.73	\$150.71
66887	7/25/2013	19.42	\$1,575.42	66887	7/25/2013	19.36	\$164.56
66888	7/25/2013	5.28	\$429.66	66888	7/25/2013	5.28	\$44.88
66984	7/25/2013	17.65	\$1,436.27	66984	7/25/2013	17.65	\$150.03
66985	7/25/2013	19.86	\$1,616.11	66985	7/25/2013	19.86	\$168.81
66986	7/25/2013	17.82	\$1,450.10	66986	7/25/2013	17.82	\$151.47
66987	7/25/2013	17.65	\$1,436.27	66987	7/25/2013	17.65	\$150.03
66988	7/25/2013	17.84	\$1,451.73	66988	7/25/2013	17.84	\$151.64
66989	7/25/2013	19.91	\$1,620.18	66989	7/25/2013	19.91	\$169.24
66990	7/25/2013	17.76	\$1,445.22	66990	7/25/2013	17.76	\$150.96
66991	7/25/2013	17.59	\$1,431.39	66991	7/25/2013	17.59	\$149.52
66992	7/26/2013	19.56	\$1,591.70	66992	7/26/2013	19.56	\$166.26
66993	7/26/2013	3.08	\$250.64	66993	7/26/2013	3.08	\$26.18
67111	7/29/2013	17.81	\$1,449.29	67111	7/29/2013	17.81	\$151.39
67112	7/29/2013	17.72	\$1,441.96	67112	7/29/2013	17.72	\$150.62
67113	7/29/2013	19.29	\$1,569.72	67113	7/29/2013	19.29	\$163.97
67114	7/29/2013	19.87	\$1,616.92	67114	7/29/2013	19.87	\$168.90
67115	7/29/2013	17.83	\$1,450.92	67115	7/29/2013	17.83	\$151.56
67116	7/29/2013	17.71	\$1,441.15	67116	7/29/2013	17.71	\$150.54
67117	7/29/2013	19.3	\$1,570.54	67117	7/29/2013	19.3	\$164.05
67118	7/29/2013	19.93	\$1,621.80	67118	7/29/2013	19.93	\$169.41
67119	7/29/2013	19.22	\$1,564.03	67119	7/29/2013	19.22	\$163.37
67120	7/30/2013	10.95	\$891.06	67120	7/30/2013	10.95	\$93.08
67176	7/30/2013	19.87	\$1,616.92	67176	7/30/2013	19.87	\$168.90
67177	7/30/2013	19.34	\$1,573.79	67177	7/30/2013	19.34	\$164.39
67178	7/30/2013	17.9	\$1,456.61	67178	7/30/2013	17.9	\$152.15
67179	7/30/2013	17.71	\$1,441.15	67179	7/30/2013	17.71	\$150.54
67180	7/30/2013	19.9	\$1,619.36	67180	7/30/2013	19.9	\$169.15
67181	7/30/2013	19.39	\$1,577.86	67181	7/30/2013	19.39	\$164.82
67182	7/30/2013	17.84	\$1,451.73	67182	7/30/2013	17.84	\$151.64
67183	7/30/2013	17.64	\$1,435.46	67183	7/30/2013	17.64	\$149.94

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67184	7/30/2013	19.25	\$1,566.47	67184	7/30/2013	19.25	\$163.63
67185	7/30/2013	20	\$1,627.50	67185	7/30/2013	20	\$170.00
67186	7/30/2013	17.85	\$1,452.54	67186	7/30/2013	17.85	\$151.73
67233	7/31/2013	19.27	\$1,568.10	67233	7/31/2013	19.27	\$163.80
67232	7/31/2013	17.61	\$1,433.01	67232	7/31/2013	17.61	\$149.69
67231	7/31/2013	19.19	\$1,561.59	67231	7/31/2013	19.19	\$163.12
67230	7/31/2013	17.61	\$1,433.01	67230	7/31/2013	17.61	\$149.69
67229	7/31/2013	19.61	\$1,595.76	67229	7/31/2013	19.61	\$166.80
67228	7/31/2013	17.64	\$1,435.46	67228	7/31/2013	17.64	\$149.94
67227	7/31/2013	19.29	\$1,569.72	67227	7/31/2013	19.29	\$163.97
67226	7/31/2013	17.6	\$1,432.20	67226	7/31/2013	17.6	\$149.60
67225	7/31/2013	19.64	\$1,568.20	67225	7/31/2013	19.64	\$166.94
67224	7/31/2013	17.85	\$1,452.54	67224	7/31/2013	17.85	\$151.73
67223	7/31/2013	19.13	\$1,556.70	67223	7/31/2013	19.13	\$162.61
67299	8/1/2013	17.75	\$1,444.41	67299	8/1/2013	17.75	\$150.88
67300	8/1/2013	17.51	\$1,424.88	67300	8/1/2013	17.51	\$148.84
67301	8/1/2013	19.74	\$1,606.34	67301	8/1/2013	19.74	\$167.79
67302	8/1/2013	17.91	\$1,457.43	67302	8/1/2013	17.91	\$152.24
67303	8/1/2013	17.57	\$1,429.76	67303	8/1/2013	17.57	\$149.35
67304	8/1/2013	19.95	\$1,623.43	67304	8/1/2013	19.95	\$169.58
67305	8/1/2013	17.62	\$1,433.83	67305	8/1/2013	17.62	\$149.77
67306	8/2/2013	17.79	\$1,447.66	67306	8/2/2013	17.79	\$151.22
67307	8/2/2013	4.12	\$335.26	67307	8/2/2013	4.12	\$35.02
67317	8/2/2013	19.55	\$1,590.88	67317	8/2/2013	19.55	\$166.18
67318	8/2/2013	17.56	\$1,328.95	67318	8/2/2013	17.56	\$149.26
67319	8/2/2013	17.59	\$1,431.41	67319	8/2/2013	17.59	\$149.52
67320	8/2/2013	19.09	\$1,553.45	67320	8/2/2013	19.09	\$162.27
67322	8/2/2013	17.72	\$1,441.96	67322	8/2/2013	17.72	\$150.62
67323	8/2/2013	17.89	\$1,455.80	67323	8/2/2013	17.89	\$152.07
67324	8/2/2013	19.34	\$1,573.79	67324	8/2/2013	19.34	\$164.39
67325	8/2/2013	20.06	\$1,632.38	67325	8/2/2013	20.06	\$170.51
68065	8/19/2013	17.73	\$1,442.78	68065	8/19/2013	17.73	\$150.71
68064	8/19/2013	19.88	\$1,617.74	68064	8/19/2013	19.88	\$168.98
68063	8/19/2013	17.61	\$1,433.01	68063	8/19/2013	17.61	\$149.69
68062	8/19/2013	19.27	\$1,568.10	68062	8/19/2013	19.27	\$163.80
68061	8/19/2013	17.84	\$1,451.73	68061	8/19/2013	17.84	\$151.64
68060	8/19/2013	19.89	\$1,618.55	68060	8/19/2013	19.89	\$169.07
68059	8/19/2013	17.68	\$1,438.71	68059	8/19/2013	17.68	\$150.28
68157	8/20/2013	17.56	\$1,428.94	68157	8/20/2013	17.56	\$149.26
68158	8/20/2013	17.7	\$1,440.34	68158	8/20/2013	17.7	\$150.45
68159	8/20/2013	19.98	\$1,625.87	68159	8/20/2013	19.98	\$169.83
68160	8/20/2013	17.65	\$1,436.27	68160	8/20/2013	17.65	\$150.03
68161	8/20/2013	17.84	\$1,451.73	68161	8/20/2013	17.84	\$151.64
68162	8/20/2013	19.98	\$1,625.87	68162	8/20/2013	19.98	\$169.83
68163	8/20/2013	17.65	\$1,436.27	68163	8/20/2013	17.65	\$150.03
68164	8/21/2013	17.8	\$1,448.48	68164	8/21/2013	17.8	\$151.30
68383	8/22/2013	19.3	\$1,570.54	68383	8/22/2013	19.3	\$202.65
68382	8/22/2013	19.93	\$1,621.80	68382	8/22/2013	19.93	\$169.41
68381	8/22/2013	17.84	\$1,451.73	68381	8/22/2013	17.84	\$187.32
68380	8/22/2013	17.84	\$1,451.73	68380	8/22/2013	17.84	\$151.64
68379	8/22/2013	19.28	\$1,568.91	68379	8/22/2013	19.28	\$202.44
68378	8/22/2013	17.81	\$1,449.29	68378	8/22/2013	17.81	\$187.01
68377	8/22/2013	20.01	\$1,628.31	68377	8/22/2013	20.01	\$210.11

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68376	8/22/2013	17.81	\$1,449.29	68376	8/22/2013	17.81	\$151.39
68264	8/21/2013	19.24	\$1,565.66	68264	8/21/2013	19.24	\$163.54
68265	8/21/2013	17.72	\$1,441.96	68265	8/21/2013	17.72	\$150.62
68266	8/21/2013	19.97	\$1,625.06	68266	8/21/2013	19.97	\$169.75
68267	8/21/2013	17.91	\$1,457.43	68267	8/21/2013	17.91	\$152.24
68522	8/26/2013	17.72	\$1,441.96	68522	8/26/2013	17.72	\$150.62
68523	8/26/2013	19.94	\$1,622.62	68523	8/26/2013	19.94	\$209.37
68524	8/26/2013	17.78	\$1,446.85	68524	8/26/2013	17.78	\$151.13
68525	8/26/2013	19.31	\$1,571.35	68525	8/26/2013	19.31	\$164.14
68526	8/26/2013	19.99	\$1,626.69	68526	8/26/2013	19.99	\$209.90
68527	8/26/2013	17.88	\$1,454.98	68527	8/26/2013	17.88	\$187.74
68528	8/26/2013	17.78	\$1,446.85	68528	8/26/2013	17.78	\$186.69
68529	8/26/2013	19.38	\$1,577.05	68529	8/26/2013	19.38	\$203.49
68530	8/27/2013	20.02	\$1,629.13	68530	8/27/2013	20.02	\$240.24
68531	8/27/2013	9.11	\$741.33	68531	8/27/2013	9.11	\$109.32
68560	8/27/2013	17.79	\$1,447.66	68560	8/27/2013	17.79	\$213.48
68561	8/27/2013	19.86	\$1,616.11	68561	8/27/2013	19.86	\$238.32
68562	8/27/2013	17.67	\$1,437.90	68562	8/27/2013	17.67	\$212.04
68563	8/27/2013	19.26	\$1,567.28	68563	8/27/2013	19.26	\$231.12
68564	8/27/2013	17.77	\$1,446.03	68564	8/27/2013	17.77	\$213.24
68565	8/27/2013	19.88	\$1,617.74	68565	8/27/2013	19.88	\$238.56
68566	8/27/2013	17.66	\$1,437.08	68566	8/27/2013	17.66	\$211.92
68567	8/27/2013	19.43	\$1,581.12	68567	8/27/2013	19.43	\$233.16
68568	8/27/2013	20	\$1,627.50	68568	8/28/2013	20	\$240.00
68569	8/28/2013	5.3	\$431.29	68569	8/28/2013	5.3	\$63.60
68595	8/28/2013	20	\$1,627.50	68595	8/28/2013	20	\$240.00
68596	8/28/2013	17.65	\$1,436.27	68596	8/28/2013	17.65	\$211.80
68597	8/28/2013	17.86	\$1,453.36	68597	8/28/2013	17.86	\$214.32
68598	8/28/2013	19.31	\$1,571.35	68598	8/28/2013	19.31	\$231.72
68599	8/28/2013	17.41	\$1,416.74	68599	8/28/2013	17.41	\$208.92
68600	8/28/2013	19.91	\$1,620.18	68600	8/28/2013	19.91	\$238.92
68601	8/28/2013	17.78	\$1,446.85	68601	8/28/2013	17.78	\$213.36
68602	8/28/2013	19.35	\$1,574.61	68602	8/28/2013	19.35	\$232.20
68603	8/29/2013	16	\$1,302.00	68603	8/29/2013	16	\$192.00
68610	8/29/2013	19.9	\$1,619.36	68610	8/29/2013	19.9	\$169.15
68611	8/29/2013	19.32	\$1,572.16	68611	8/29/2013	19.32	\$164.22
Total				3565.33	\$289,996.86	3547.85	\$25,745.19

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STATE CLAIMS COMMISSION DOCKET
OPINION

Amount of Claim: \$ 27,659.48

Claim No. 14-0690-CC

Nationwide Construction Group, Inc.
vs. Claimant

Attorneys
Scott Keller, Sales Manager Claimant

AR Highway & Transportation Department
Respondent

Mark Umeda, Attorney Respondent

State of Arkansas

Date Filed March 12, 2014

Type of Claim Services Rendered

FINDING OF FACTS

This claim was filed for services rendered in the amount of \$27,659.48 against the Arkansas Highway and Transportation Department.

Present at a hearing September 11, 2014, was the Claimant, represented by Scott Keller, Sales Manager and the Respondent, represented by Mark Umeda, Attorney.

The Arkansas State Claims Commission unanimously finds liability on the part of the Respondent and unanimously awards the Claimant the amount of \$27,659.48.

Upon consideration of all the facts, as stated above, **the Claims Commission hereby unanimously awards this claim in the amount of \$27,659.48 and will include the claim in a claims bill to be submitted to the 90th General Assembly, Arkansas State Legislature 2015 for subsequent approval and payment.**

IT IS SO ORDERED

(See Back of Opinion Form)

CONCLUSION

Upon consideration of all the facts, as stated above, **the Claims Commission hereby unanimously awards this claim in the amount of \$27,659.48 and will include the claim in a claims bill to be submitted to the 90th General Assembly, Arkansas State Legislature 2015 for subsequent approval and payment.**

Date of Hearing September 11, 2014

Date of Disposition September 11, 2014

[Signature] Chairman
[Signature] Commissioner
[Signature] Commissioner

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