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Please print in ink or type

BEFORE THE STATE CLAIMS COMMISSION
Of the State of ArkansasArkansas
State Claims Commission
JUN 05 2014

RECEIVED

- ☐ Mr.
☐ Mrs.
☐ Ms.
☐ Miss

Redstone Construction Group, Inc.

Claimant

vs.

State of Arkansas, Respondent

Highway Dept.

Do Not Write in These Spaces	
Claim No.	14-0917-CC
Date Filed	June 5, 2014 (Month) (Day) (Year)
Amount of Claim \$	47455.72
Fund	AHTD

COMPLAINT

Breach of Contract

Redstone Construction Group, Inc. (Name), the above named Claimant, of 505 West Dixon Rd. Little Rock (Street or R.F.D. & No.) (City)
 Arkansas 72206 (501) 374-1557 (State) (Zip Code) (Daytime Phone No.)
 County of Pulaski represented by Joel Hoover and Ashley Peoples of Newland & Associates, PLLC (Legal Counsel, if any, for Claim)
 of 2228 Cottondale Lane, Suite 200 Little Rock, AR 72202 (501) 221-9393 (501) 221-7058 (Street and No.) (City) (State) (Zip Code) (Phone No.) (Fax No.) says:
 State agency involved: Arkansas State Highway and Transportation Department Amount sought: \$47,455.72

Month, day, year and place of incident or service: Job 061406, State Job, Hwy 165-Hwy 70 (Overlay)(S), Hwy 15, Section 10, Lonoke County Project
 Redstone Construction Group, Inc. ("Redstone") claims breach of contract, unjust enrichment, and quantum meruit against the Arkansas State Highway Department ("AHTD").

Explanation: On or about July 1, 2013, Redstone entered into a contract with AHTD (the "Agreement") to provide asphalt leveling, back coat, and 2 inch asphalt overlay to Hwy 165-Hwy 70, Route 15, Section 10 in Lonoke County, Arkansas (the "Project"). See the Agreement, attached hereto as Exhibit "A." Pursuant to the Agreement, Redstone was not responsible for any remediation or repair work. AHTD personnel had performed patches on the existing roadway prior to Redstone beginning work. Those existing patches began to fail before Redstone completed its work on the Project. A dispute arose between Redstone and AHTD regarding the cause of these roadway failures and whether Redstone should be required to make the repairs.

Redstone asserts that it was the existing patches on the roadway that failed, not Redstone's work. Therefore, any repairs to the existing pavement were not the responsibility of Redstone under the terms of the Agreement, and Redstone is entitled to additional compensation under the Agreement if required to perform this Extra Work. AHTD and its engineers disagreed, and therefore, Redstone followed the procedure under Section 105 of the AHTD regulations for disputed claims arising under the contract. See Correspondence between Redstone and AHTD regarding the dispute, attached hereto as Exhibit "B."

On December 18, 2013, AHTD notified Redstone that it had determined that the roadway failures were the fault of Redstone and should be replaced by Redstone at no cost to AHTD. See AHTD Letter, dated December 18, 2013, attached hereto as Exhibit "C." Redstone provided AHTD with a Notice of Potential Claim on December 12, 2013. See Notice of Potential Claim, attached hereto as Exhibit "D." AHTD acknowledged receipt of the Notice of Potential Claim on December 31, 2013. See AHTD Letter, dated December 31, 2013, attached hereto as Exhibit "E." On January 2, 2014, Redstone notified AHTD that it would perform the repair work under protest as weather permitted, but that Redstone intended to make a claim regarding compensation for this Extra Work. See Letter, dated January 2, 2014, attached hereto as Exhibit "F."

On or about January 30 - 31, 2014, Redstone performed the repair work under protest by milling and patching the areas of the roadway that were failing according to AHTD specifications. While performing the Extra Work, Redstone discovered that the existing patches (patches that Redstone did not perform and were not a part of Redstone's scope of work) were severely degraded. Redstone notified AHTD of these findings and asserted once again that it was not Redstone's work that had failed. See Letter, dated March 11, 2014, attached hereto as Exhibit "G." Redstone asserts that the existing pavement under the overlay was unsuitable, and that AHTD required Redstone to remove and replace material that was below and outside of its contract limits. See id. In sum, Redstone asserts that the repairs were not the responsibility of Redstone under the terms of the Agreement, and that it should be compensated for the Extra Work that is above and beyond the scope of its contract with AHTD.

See attached continued explanation of claim.

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 officer thereof?
 yes when? Sept. 18, 2013, Nov. 27, 2013, Dec. 12, 2013, & March 11, 2014 to whom? Mike Hays, AHTD Resident Engineer, Frank Vozel, AHTD Chief Engineer and Deputy Director, and Ralph Hall, AHTD Chief Engineer and Deputy Director (Department)

and that the following action was taken thereon: claim denied by Mr. Hays on October 28, 2013, denied by Mr. Vozel on December 18, 2013, denied in part and admitted in part by Mr. Hall on May 1, 2014 (Mr. Hall agreed that the AHTD should pay for part of the repairs)

and that \$ 11,532.41

was paid thereon: (2) Has any third person or corporation an interest in this claim? No If so, state name and address.

and that the nature thereof is as follows: n/a (Name) (Street or R.F.D. & No.) (City) (State) (Zip Code)

n/a and was acquired on n/a 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.

Joel Hoover and Ashley Peoples, Attorneys for Redstone Construction Group, Inc.

(Print Claimant/Representative Name)

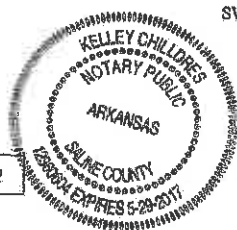
SWORN TO and subscribed before me at

on this 5th day of June, 2014 (City) (State)
 (Date) (Month) (Year)

My Commission Expires:

May 29, 2017 (Month) (Day) (Year)

(SEAL)



SF1- R7/99

Ashley D. Peoples, Attorney
 Signature of Claimant/Representative
 Little Rock, Arkansas

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CONTINUED EXPLANATION OF CLAIM
REDSTONE V. AHTD

On May 1, 2014, AHTD admitted that at least some of the repair areas that Redstone milled and patched were failures that were caused by the underlying material and not the fault of Redstone. *See* AHTD Letter, dated May 1, 2014, attached hereto as Exhibit "H." Accordingly, AHTD paid \$11,532.41 to Redstone for AHTD's estimate of the repair work that it admits was not the fault of Redstone.

Redstone has performed all of the work that it was required to do under the Agreement with AHTD. Redstone also performed Extra Work under protest in accordance with the Chief Engineer's decision for the repairs described herein. AHTD has breached the Agreement with Redstone by failing and refusing to compensate Redstone for the Extra Work that it required Redstone to perform under the Agreement. Redstone has suffered damages as a result of AHTD's failure to pay the amount due and owing to Redstone for the Extra Work. Pursuant to the weighted average unit prices prescribed by AHTD for this Extra Work in 2013, Redstone asserts that the amount due and owing to Redstone for this Extra Work is \$58,988.13 less the \$11,532.41 partial payment already made by AHTD, which leaves a total due of \$47,455.72 pursuant to Redstone's breach of contract claim.

Redstone also claims unjust enrichment for the work that AHTD required it to perform. Despite performing the Extra Work, AHTD refuses to pay Redstone for this Extra Work as required under the terms of the Agreement. AHTD has been unjustly enriched by the Extra Work that Redstone performed, and thus, Redstone now sues for unjust enrichment and seeks damages for the debt owed by AHTD to Redstone for the Extra Work it performed for AHTD on behalf of and for the benefit of AHTD.

Finally, Redstone pleads alternatively under quantum meruit. Redstone is entitled to the fair market value of all materials and labor provided on the Project for which it has not been compensated. Redstone's actual cost of performing the Extra Work as required by AHTD, less the \$11,532.41 already paid by AHTD, is equal to \$34,338.90.

Redstone asserts that it is entitled to recover pre-judgment and post-judgment interest. Redstone is also entitled to recover its attorneys' fees and costs pursuant to Ark. Code Ann. § 16-22-308.

Redstone has followed the internal dispute resolution process with the AHTD and it performed the extra work under protest. Redstone now appeals the decision of the Chief Engineer to refuse to compensate Redstone for this Extra Work to the Arkansas State Claims Commission pursuant to Section 105.01 of the AHTD regulations.

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ARKANSAS STATE HIGHWAY COMMISSION

CONTRACT

CONTRACTOR

FOR THE CONSTRUCTION OF

STATE JOB NO. 061406

STATE JOB

HWY. 165-HWY. 70 (OVERLAY) (S)

STATE HIGHWAY 15 SECTION 10

IN LONOKE COUNTY

Bound herein are the Supplemental Specifications, Special Provisions, Proposal Form and Schedule of Items applicable to this proposed construction contract.

Applicable to this proposed construction contract, but not bound herein, are the Arkansas State Highway Commission Standard Specifications for Highway Construction, Edition of 2003, and the Construction Plans.

Also bound herein are 13 Plan Sheets.

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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@AHTD.AR.GOV.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS LISTING

STATE JOB NUMBER 061406

THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS FOR THIS PROJECT SUPPLEMENT THE STANDARD SPECIFICATIONS, EDITION OF 2003. IN CASE OF CONFLICT, THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL GOVERN.

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
JOB SP	INTERNET BIDDING
JOB SP	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB SP	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB SP	WARM MIX ASPHALT
SP 108-1	LIQUIDATED DAMAGES
SS 100-1	REQUIRED CONTRACT PROVISIONS FOR STATE CONSTRUCTION JOBS
SS 100-2	MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)
SS 102-1	BIDDING REQUIREMENTS AND CONDITIONS
SS 105-1	CONSTRUCTION CONTROL MARKINGS
SS 105-2	EQUIPMENT AND MATERIAL STORAGE ON BRIDGE STRUCTURES
SS 105-3	CONTROL OF WORK
SS 107-1	WORKER VISIBILITY
SS 110-1	PROTECTION OF WATER QUALITY AND WETLANDS
SS 303-1	AGGREGATE BASE COURSE
SS 404-1	PRODUCTION VERIFICATION OF ASPHALT CONCRETE HOT MIX
SS 404-2	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
SS 409-1	MINERAL AGGREGATES
SS 410-3	DENSITY TESTING FOR ACHM LEVELING COURSES AND BOND BREAKERS
SS 603-1	MAINTENANCE OF TRAFFIC
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS 604-2	INSPECTION OF TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
SS 718-2	REFLECTORIZED PAINT PAVEMENT MARKINGS
SS 719-2	THERMOPLASTIC PAVEMENT MARKING MATERIAL

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2003, are listed below and this publication is hereby revised as follows:

- Page 320: The last sentence of the Subsection 501.02(h)(1)(a), Joint Materials-Type 1, should read: The top 1" (25 mm) shall be sealed with a material complying with the requirements of ASTM D 6690, Type I.
- Page 321: Subsection 501.02(h)(2)(f), Joint Materials-Type 7, should read: A joint sealer that is hot poured elastic type complying with ASTM D 6690, Type I.
- Page 430: Delete the pay item
" _ " (_ mm) Flared End Sections for Pipe Culverts Each"
and replace with:
" _ " (_ mm) Flared End Sections for _ Pipe Culverts Each"
- Page 430: Delete the pay item
" _ " x _ " (_ x _ mm) Flared End Sections for Arch Pipe Culverts Each"
and replace with:
" _ " x _ " (_ x _ mm) Flared End Sections for _ Arch Pipe Culverts Each"
- Page 474 The first sentence of Subsection 620.03(f)(3) should read: Failure to meet the requirements of (1) or (2) above will result in a permanent deduction in payment and/or permanent recovery of payments equal to the minimum bid price established below for each M.G. (kL) not applied as directed in accordance with these specifications.
- Page 592 The totals for the White paint columns of the Solventborne Chlorinated Polyolefin Paint Formulation Table should read: 1205 lbs. Per 100 gal. and 144.5 kg per 100 Liters.
- Page 612: The first sentence of Subsection 721.02(c)(1), Adhesive Bond Strength, should read: Flat bottomed markers shall withstand adhesive bond strengths of not less than 500 psi (3.4 MPa).
- Page 694 The first sentence of Subsection 802.17(a)(3) should read: Copolymer/synthetic blanket shall meet the performance requirements of AASHTO M 171.
- Page 694 Subsection 802.17(a)(4) should read: Other approved sheeting materials shall meet the performance requirements of AASHTO M 171.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 061406

INTERNET BIDDING

The Department will accept bids for this project via the Internet through Bid Express, an on-line bidding exchange. Prospective Internet bidders will need to contact Bid Express to set up an account and secure a digital ID. The toll-free phone number for Bid Express is 1-888-352-2439 and their website address is www.bidx.com.

Internet bidding is optional and paper bids will still be accepted. However, should a bidder submit both a paper bid and an Internet bid, the Internet bid will govern.

Prequalified prime contractors will need to purchase a "for bidding" contract proposal to be eligible to bid. The Department will advise Bid Express of the prospective bidders holding "for bid" proposals.

Subsection 102.09 is hereby modified to allow for electronic bid bonds. Bidders will need to contact their bonding company, who should be able to arrange for an electronic bond through either Surety 2000 or Sure Path Network. If a bidder chooses to submit a paper bid bond or a cashier's check, it will need to be received by the Department prior to the deadline for bids to be received.

For projects with a Disadvantaged Business Enterprise (DBE) goal, bidders' responsibilities under **Subsection 103.08(d)** apply. By submitting an internet bid, the bidder agrees to meet the DBE goal established for the project. The successful bidder will have ten (10) business days after conditional award of the Contract to furnish the required information to the Department on a form provided by the Department.

As an alternative, the bidder may submit documentation of Good Faith Efforts to meet the DBE goals under **Subsection 103.08(d)**. This documentation must be received by the Department's Programs and Contracts Division prior to the deadline for bids to be received.

For projects funded with Federal-aid monies, a Bidders List of all Subcontractors, Truckers, or Material Suppliers that bid or provide quotes is required. This form is included in the contract proposal. Completion of this list is not required to submit a bid, but it must be received before the bidder can obtain "for bidding" proposals in future lettings. (This form is not required on State funded projects.)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

JOB NO. 061406

SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

Division 106 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is hereby added to Subsection 106.04, Acceptance of Materials:

All ACHM Contractor Acceptance Tests shall be submitted electronically by use of the ACHM Microsoft Excel Spreadsheet for Contractors / Suppliers and on paper.

The ACHM Microsoft Excel Spreadsheet for Contractors / Suppliers can be downloaded from the following website http://www.arkansashighways.com/contracts/contractor_information/contractor.aspx.

To download this file and the supporting documentation, click on the link labeled Contractor_ACHM.exe which is listed under User Help File and Utilities on the website noted above.

Use of this file requires Microsoft Excel 2000, 2003 or 2007.

The preferred method of transmitting the file is to e-mail the completed ACHM Microsoft Excel Spreadsheet for Contractors / Suppliers to the Department's ACHM Plant Inspector assigned to the project. It is also acceptable to transmit the file by Compact Disk (CD) or other electronic device. Regardless of the method of transmission used, the signed paper acceptance tests must be provided to the Resident Engineer.

Any questions or issues arising from the use of this file should be referred to the Resident Engineer.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIAL PROVISION****JOB NO. 061406****BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT**

Section 409.03(h) of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following bullet is added under detailed requirements:

- Broadband Internet Service shall be provided.

The Broadband Internet Service shall be provided with an Internet Protocol (IP) address which is reachable on the global Internet (public) and which is permanently assigned (static). The Contractor is not required to provide this service if an IP address which is both static and public is not available.

If this service is not available at the beginning of a project but becomes available during the life of the project, the Contractor shall provide the service immediately from the date of availability.

The data transfer rate shall be 3 megabits per second (Mbps) download and 500 kilobits per second (kbps) upload, or higher, with latency not to exceed 150 milliseconds. If the Broadband Internet Service meets all of the requirements of this specification except for the data transfer rate and/or latency, then the best performing available connection shall be provided.

Prior to the selection of the Broadband Internet Service provider, the Contractor shall submit to the Resident Engineer, in writing, the proposed method for providing Broadband Internet Service. The Resident Engineer shall review this submittal and respond in writing regarding the acceptability of the proposed method.

The Broadband Internet Service shall be provided with equipment providing one Ethernet port.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIAL PROVISION****JOB NO. 061406****WARM MIX ASPHALT**

DESCRIPTION: The Department will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2003, are applicable except as noted below.

Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

Section 410.03: Replace the third sentence with "WMA production temperatures at the plant shall be according to the Contractor's approved mix design, but may be adjusted based on recommendations of the WMA additive/process manufacturer."

Add the following paragraph: "Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology."

Section 410.07: Replace the last sentence of the first paragraph with "Spreading and finishing temperatures shall be according to the Contractor's approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F."

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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following table:

WORKING DAY PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 400
50,000	100,000	700
100,000	500,000	800
500,000	1,000,000	1,100
1,000,000	2,000,000	1,300
2,000,000	5,000,000	1,500
5,000,000	10,000,000	1,900
10,000,000	15,000,000	2,000
15,000,000	20,000,000	2,100
20,000,000	-----	2,500

FIXED DATE PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 90
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	400
5,000,000	10,000,000	600
10,000,000	-----	750

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
REQUIRED CONTRACT PROVISIONS FOR STATE CONSTRUCTION JOBS**

During the performance of this contract, the Contractor agrees as follows:

EQUAL OPPORTUNITY

Employment Practices: (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin.

(c) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment.

(a) The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and leases for equipment.

(b) In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases for equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract relative to nondiscrimination on the grounds of race, color, religion, sex, age, disability, or national origin.

(c) The Contractor shall provide all information and reports required by the Department and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department to be pertinent to ascertain compliance with such directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department and shall set forth what efforts have been made by the Contractor to obtain the information.

(d) In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
REQUIRED CONTRACT PROVISIONS FOR STATE CONSTRUCTION JOBS

- (1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (2) cancellation, termination, or suspension of the contract, in whole or in part.

(e) The Contractor shall include the provisions of this Supplemental Specification in every subcontract, including procurements of materials and leases of equipment. The Contractor shall take such action with respect to any subcontractor or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance.

NONSEGREGATED FACILITIES

By submission of this bid or the execution of this contract or subcontract, the bidder or subcontractor, as appropriate, certified that segregated facilities are not maintained or provided for employees at any of its establishments, and that employees are not permitted to perform services at any location, under bidder/subcontractor control, where segregated facilities are maintained. The bidder/subcontractor further certified that segregated facilities will not be maintained or provided for employees at any of its establishments, and that employees will not be permitted to perform services at any location where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, age, disability, or national origin, because of habit, local custom, or otherwise. The bidder/subcontractor agrees that, except where identical certifications have been obtained from proposed subcontractors and material suppliers for specific time periods, identical certification will be obtained from subcontractors prior to the award of subcontracts.

WAIVER OF CERTIFICATE OF PAYMENTS

The requirements for certification of payments to DBEs/Non-DBEs, as specified in Subsection 103.08(h), are hereby waived and are not required for this contract.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)

Sections 604, 617, 731, 732 and 734 of the Standard Specifications for Highway Construction, Edition of 2003, are hereby amended as follows:

The first paragraph of Subsection 604.02(a) is deleted and the following is substituted therefore:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators shall comply with the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH). The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of NCHRP 350 or MASH and include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter, which is available at http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

The 2lb. (0.9 kg) minimum channel post or 4" x 4" (100 mm x 100 mm) wood post sign support systems, installed in accordance with the plans (direct buried), have been previously tested and accepted, and, therefore, do not require certification. No direct payment will be made for fulfilling the requirements of this Specification, but full compensation will be considered included in the contract unit prices bid for the various traffic control devices.

The third sentence of paragraph three of Subsection 617.01 is deleted and the following sentence substituted therefore:

The guardrail terminal shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for a test level 3 (TL-3) terminal.

The first sentence of paragraph one of Subsection 617.02(f) is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the guardrail terminal meets the requirements of NCHRP Report 350 or MASH for a TL-3 terminal.

The second sentence of Subsection 731.01 is deleted and the following sentence substituted therefore:

The attenuation barrier shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) crash cushion.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)

The first sentence of paragraph one of Subsection 731.02 is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the impact attenuation barrier meets the requirements of NCHRP Report 350 or MASH for a TL-3 crash cushion.

The second sentence of Subsection 732.01 is deleted and the following sentence substituted therefore:

The crash cushion shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) crash cushion.

The first sentence of Subsection 732.02(b) is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the crash cushion meets the requirements of NCHRP Report 350 or MASH for a TL-3 crash cushion.

The second sentence of Subsection 734.01 is deleted and the following sentence substituted therefore:

The bridge end terminal shall satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) requirements for a Test Level 3 (TL-3) terminal.

The first sentence of Subsection 734.02(b) is deleted and the following sentence substituted therefore:

The Contractor shall furnish a certification from the manufacturer or supplier that the bridge end terminal meets the requirements of NCHRP Report 350 or MASH for a TL-3 terminal.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
BIDDING REQUIREMENTS AND CONDITIONS

SECTION 102, BIDDING REQUIREMENTS AND CONDITIONS, IS AMENDED AS FOLLOWS:

Subsection 102.04(j), of Issuance of Proposals, is hereby deleted and the following substituted therefore:

- (j) If the prospective bidder is the Contractor on a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages; or if the prospective bidder has an individual, as an officer/owner/partner of any firm, partnership, or corporation which has a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages.

Subsection 102.04(k), of Issuance of Proposals, is hereby deleted and the following substituted therefore:

- (k) If the prospective bidder has a current Contract in default or has an officer/owner/partner of any firm, partnership, or corporation which has a current Contract in default.

The following is added as Subsection 102.04(m), of Issuance of Proposals:

- (m) Failure to submit a Certification of Officers/Owners/Partners.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

CONSTRUCTION CONTROL MARKINGS

Section 105 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the last paragraph of Subsection 105.09:

All construction control markings made for layout work, placement of traffic control devices, spotting for placement of pavement markings, or for any other purposes on structures, curb and gutters, pavements, or any surfaces that will not either be removed or covered by succeeding pavement layers or other construction shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of the markings by the Contractor at no expense to the Department.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION**

Equipment and Material Storage on Bridge Structures

Section 105 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added after the first paragraph of Subsection 105.14:

The Contractor shall submit to the Engineer, for information and record purposes, an engineering analysis evaluating the structural adequacy of a bridge for any of the following to cross the structure or be placed on the structure:

1. For bridges to be constructed as part of the Contract:

- Vehicle(s) or equipment that exceeds the legal load.
- Off-road equipment or off-road vehicles that exceed 20,000 pounds.
- Stockpiled material exceeding 75 pounds/square foot based on a uniform distribution of load. Loads that are non-uniform in nature shall be uniformly distributed to the bridge deck by the use of timbers or other means approved by the Engineer. The total area of stockpiled material within a span shall not exceed 600 square feet.

2. For existing bridges that will be used by the traveling public during or after the Contract or if the plans include salvage requirements by the Owner:

- Vehicle(s) or equipment that exceeds the legal load or posted weight restrictions.
- Off-road equipment or off-road vehicles that exceed the lesser of 20,000 pounds or 75% of the least posted weight restrictions.
- Stockpiled material.

The engineering analysis shall be consistent with the design specifications, if known, that were used to design the bridge and shall be prepared by an Arkansas Registered Professional Engineer who shall certify the adequacy of all components of the bridge for the anticipated loads. The certification shall include a detailed list of any restrictions of the vehicles, equipment, and loads. Sufficient supporting calculations and documentation shall be included in the engineering analysis. Unequal distribution of weight due to the vehicle or equipment's use shall be considered, such as a crane being used to lift material. Considerations shall also be given to loads placed on partially completed bridge decks and the possible detrimental effects to the beam's profile within the deck area that has not yet been constructed.

Equipment and vehicle literature detailing the axle loads and configuration, spacing and length of tracks, operating weights, and other relevant data along with a summary of assumptions, restrictions, and limitations shall be included with the engineering analysis. A diagram detailing the location, extent of span area, and weight shall also be included for stockpiled material exceeding the weight limitations shown above. The engineering analysis shall consider

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Equipment and Material Storage on Bridge Structures

independent and simultaneous arrangement of the vehicles in single or repeated crossings and any temporary barriers, material, and equipment utilized in construction operations.

For use in the engineering analysis of existing bridges, inspection records and design drawings, if available, may be requested from the Programs and Contracts Division during the advertisement period or from the Engineer after award of the Contract. The inspection records shall be used to determine the loss of load carrying capacity of a bridge element due to any deterioration or additional loads that are subsequent to the bridge's original construction.

Bridge decks constructed as part of the Contract or the deck of an existing bridge that is used or will be used by the traveling public shall be temporarily protected as approved by the Engineer from any vehicles, equipment, or material that would damage the bridge deck.

Compliance with this specification will not be paid for separately, but full compensation thereof will be considered included in the Contract unit prices.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

CONTROL OF WORK

SECTION 105, CONTROL OF WORK, is amended as follows:

The first sentence of the last paragraph of Subsection 105.06 Cooperation by Contractor is hereby deleted and the following substituted therefore:

The Contractor shall furnish an agent who is a competent superintendent or supervisor who is on the project while work is being performed and accessible to the Engineer during all hours of each workday. The agent shall be capable of reading and fully understanding the plans and specifications and thoroughly experienced in the type of work being performed.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
WORKER VISIBILITY

Section 107 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the third paragraph of Subsection 107.01(b):

All workers within the right-of-way who are exposed either to traffic (vehicles using the roadway for travel purposes) or to construction equipment within the work area shall wear high-visibility safety apparel meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High - Visibility Safety Apparel and Headwear."

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
PROTECTION OF WATER QUALITY AND WETLANDS

Section 110 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

110.01 General. This work shall consist of measures taken to prohibit the degradation of water quality and wetlands. The purpose is to limit, control, and contain fill materials, soil erosion, sedimentation, and other harmful wastes resulting from construction operations that could result in harm to the wetlands and waters of the United States. These requirements apply even if Corps of Engineer (C of E) Section 404 or National Pollutant Discharge Elimination System (NPDES) Permits are not required for the project.

These requirements apply to all activities under the Contract. The Contractor should be aware that requested modifications to the Contract and/or individual permits may not be approved.

The Contractor must comply with all applicable Federal, State, and local permits and requirements on sites outside of the right-of-way limits utilized by the Contractor for the benefit of the project. While the primary enforcement of these requirements for locations off of the right-of-way rests with the applicable regulatory government agency, the Department retains the right and authority to inspect and enforce Contractor compliance should violations come to the attention of the Department.

110.02 Responsibility of the Contractor. The Contractor shall comply with the requirements of the Federal Water Pollution Control Act, 33 USC § 1251 et seq., the Arkansas Water and Air Pollution Control Act, Ark. Code Ann. § 8-4-101 et seq., and the regulations, orders, or decrees issued pursuant thereto. In the event of conflict between these regulations, orders, or decrees and the provisions shown on plans, the more restrictive requirements shall apply.

110.03 C of E Section 404 Permit for Department Right-of-Way and Contractor Facilities. (a) **General.** All requirements of the Contract and Specifications shall apply to the Contractor's activities covered by the Department's C of E Section 404 Permit on or off the right-of-way. Section 404 of the Federal Water Pollution Control Act, as amended, establishes a permit program for the regulation of discharges for dredged or fill material and excavation in wetlands and other waters of the United States.

b) **Responsibility for Initial Permit.** The Department will obtain all required Section 404 Permits for essential work on the right-of-way before the Contract is awarded. Contract documents will detail the location and amount of permanent and/or temporary fills, excavation, and clearing activities allowed under the permit.

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PROTECTION OF WATER QUALITY AND WETLANDS

(c) **Contractor Requested Permit Modifications.** The Contractor shall submit a request on a form provided by the Department to the Engineer for any activity involving wetlands or waters of the United States on or off the right-of-way and not covered by the Department's C of E Section 404 Permit prior to performing the activity. The Contractor shall be prepared to prove there is no practicable alternative to the Section 404 Permit change being requested. The Engineer will make a determination within 10 business days concerning the necessity or practicability of the request. The Department will then apply for permit modifications it determines to be necessary or practicable. The C of E review of proposed modifications to a Section 404 Permit may require 60-120 calendar days. These requested changes may be denied or modified by the Department or C of E. Requested modifications that require mitigation will be denied by the Department. If the Department declines to consider a Permit modification request by the Contractor for an off right-of-way activity, the Contractor may apply for his own Section 404 Permit.

(d) **Compensation and Extension of Contract Time.** The Contractor will not be granted additional compensation or contract time due to requested modifications to the Section 404 Permit that are considered by the Engineer to be for the convenience of the Contractor. If, due to no fault of the Contractor, a Section 404 Permit modification involving on right-of-way activities is deemed by the Engineer to be necessary, additional contract time and/or compensation may be considered according to the provisions of Section 104.

110.04 NPDES Permit. (a) General. Federal requirements mandate that excessive amounts of pollutants be prevented from exiting construction sites. The Arkansas Department of Environmental Quality (ADEQ) has issued the NPDES Permit for owners of facilities discharging storm water associated with construction activity located in the State of Arkansas (Permit). Copies of the entire Permit are available from ADEQ.

A NPDES discharge permit is required for all construction sites that will result in the disturbance of one acre or more, by activities such as clearing, grading, or excavating, in accordance with the following:

- **Automatic Coverage (Small Construction) Sites:** Automatic Coverage applies to any construction activity that will disturb/expose a total of one acre or more, but less than five acres. This also applies to any construction activity that will disturb/expose less than one acre, if it is part of a larger site that will ultimately disturb/expose one acre or more.
- **Large Construction Sites:** A project meeting the definition of a "large construction site" is any construction activity that will disturb/expose a total of five acres or more.

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The Department will obtain Permit coverage for essential work on the right-of-way before the Contract is awarded.

(b) Storm Water Pollution Prevention Plan. The Department will develop a Storm Water Pollution Prevention Plan (SWPPP) for the project as required. Any measures required by the SWPPP are included in the plans, specifications, supplemental specifications, and special provisions. The Engineer will maintain the SWPPP at the project field office or, if a field office is not provided, the SWPPP will be maintained at the office of the Resident Engineer.

The Contractor shall be responsible for compliance with all applicable terms and conditions of the Permit as it relates to activities on the construction site, including protection of endangered species and implementation of Best Management Practices (BMPs) and other controls required by the SWPPP. A special provision for the protection of endangered species will be a part of the Contract, if applicable.

The Contractor shall inform the Engineer sufficiently in advance of planned construction activities and conduct construction activities in a manner to allow the SWPPP to be modified to accommodate the activities.

The Engineer will provide the Notice of Coverage (NOC) to the Contractor to post on the project at a safe, publicly accessible location near where construction is actively underway, and move it as necessary to comply with the Permit public notice requirements.

Prior to beginning work on the project, the Contractors shall complete the Contractor Identification section of the Storm Water Pollution Prevention Plan as required by Part II.A.5 of the Permit.

All off-site areas, including storage sites or borrow areas or waste areas, are operated by the Contractor. The Contractor shall be responsible for obtaining any required NPDES permits for off-site areas. Off-site areas within city limits are subject to city planning regulations and may require clearance from the city. Off-site areas that fall within the jurisdiction of a "qualifying local program" as defined in the Permit, must comply with the requirements of the local program. The Contractor shall obtain clearances and approvals of this type for their off-site areas.

The Permit obtained by the Department for the project does not cover discharges from dedicated asphalt and dedicated concrete plants operated by the Contractor for, or located on, the project.

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(c) Controls and Measures. All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.

The sequence of major activities, the erosion and sediment control items associated with the major activities, and the timing of implementation for those items are required for the SWPPP. The Contractor shall submit information related to the planned sequence of major activities in writing to the Engineer at the preconstruction conference for incorporation into the SWPPP by the Engineer. Amendments to the planned sequence of major activities shall be submitted in writing to the Engineer sufficiently in advance to allow incorporation into the SWPPP.

The Contractor shall provide information on locations of the following in writing to the Engineer at the preconstruction conference and/or sufficiently in advance of installation to allow incorporation into the SWPPP:

- Stabilized or wheel washing vehicle exits from the construction site as required to prevent tracking of material onto the public roadway.
- Temporary sanitary facilities provided and properly maintained by the Contractor.
- Concrete washout waste areas to be utilized to prevent concrete waste from being discharged into water bodies.
- Storage areas for fuel and other potentially hazardous materials and truck washing areas with appropriate controls to prevent non-storm water discharges.

(d) Non-storm water discharges. The Contractor shall not release any materials except the following non-storm water discharges that are authorized by the Permit: discharges from fire fighting activities; fire hydrant flushings; wash water (without detergent or spilled material); water used to control dust; potable water sources including waterline flushings; irrigation drainage; air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated.

All other non-storm water discharges are prohibited unless in compliance with and covered by a separate NPDES permit.

(e) Releases in excess of reportable quantities. Instructions to be followed after the release of a hazardous substance or oil are provided in Subsection 107.01(f) of the Standard Specifications and subsection 110.06(c) of this supplemental specification.

The Contractor shall submit all required information as soon as possible, but no later than 72 hours after knowledge of the release, to the Engineer for further submission to the appropriate agencies.

The Contractor shall submit to the Engineer, within five calendar days of knowledge of the release, a written description of the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and steps to be taken in accordance with the Permit for forwarding to ADEQ.

110.05 Standard Conditions. (a) General. The following conditions are required on all projects for the protection of water quality and wetlands:

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- Compliance with all conditions of the C of E Section 404 permit, NPDES permit and Section 401 Water Quality Certification.
- To the maximum extent practicable, discharges of dredged or fill material into waters of the United States shall be avoided or minimized through the use of other practicable alternatives.
- Construction activities shall not cause unacceptable interference with navigation.
- No activity shall substantially interrupt the movement of the species of aquatic life native to the waterbody, including those species which normally migrate through the area.
- Under a Nationwide Section 404 Permit, no activity shall occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in official study status. Individual permits shall be obtained for activities occurring in these rivers.
- No storage of petroleum, other chemical products, waste materials, trash, etc., shall be allowed within 100 feet (30 meters) of a wetland or waterbody boundary or elevation as shown on the plans. The Engineer reserves the right to limit the storage of any material within the floodplain of a stream to preclude the possibility of an unlawful discharge to the stream.
- To move clean water around the construction area without causing additional turbidity or sediment, the use of construction staging, cofferdams, pipe culverts, lined channels, sandbagged material, barrier wall, or other suitable materials as approved by the Engineer, shall be utilized for directing or confining water from the work area. This water shall be returned to the waterbody downstream from the construction site. The options utilized should consider the minimization of sedimentation and turbidity as a primary objective.
- If material or debris resulting from Contractor operations enters a waterway, it is considered an unpermitted fill material under the C of E Section 404 Permit and the Engineer shall determine whether it may remain. If it is determined that the material is to be removed from the waterway, the Engineer shall approve the Contractor's method of removal. Options for removal should consider the minimization of turbidity as a primary objective.
- No asphaltic material shall be disposed of in wetlands or waters of the United States.
- Temporary bridges or other structures shall be used whenever it is necessary to ford any body of water on the project more than twice in any six-month period.
- Equipment shall not be operated in any body of water on the project except when required to construct channel changes or structures.
- Cofferdams needed for work in water shall be constructed from non-erodible materials.
- Materials excavated during bridge construction shall be placed on dry land outside the channel banks of all streams, at least 10 feet (3 meters) from the channel banks of a perennial stream, and at least 25 feet (8 meters) from the channel banks of a 5 Cubic Feet/Second (CFS) or larger stream. This includes channelized streams and relief channels. This material shall be properly contained or stabilized to minimize erosion and degradation of water quality and be removed before the beginning of the wet season.

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(b) **Wetland Areas.** Wetland areas on and off the right-of-way shall be preserved and protected whenever possible. Work in or near wetlands shall be performed in a manner that will minimize harm to the wetlands. The Contractor shall be responsible for the protection of adjacent wetlands.

- Clearing of wetlands shall be limited to the minimum necessary for the completion of the project.
- Wetland areas inside or outside the construction limits shall not be used for storage, parking, access, borrow material, haul roads or any other construction support activity unless specifically approved in advance by the Engineer and according to the applicable Section 404 Permit.
- When heavy equipment is working in wetlands, appropriate measures such as placing the equipment on mats, shall be taken to minimize soil disturbance.
- Material shall not be wasted or temporarily stockpiled in wetlands.

(c) **Temporary fill.**

- Unless otherwise provided, temporary work ramps or haul roads, when permitted, shall provide sufficient waterway openings to allow the passage of expected high flows during the time the ramp or haul road is in place.
- Temporary fills or structures, if washed downstream, are considered to be unauthorized fill under the C of E Section 404 Permit and the Engineer shall determine whether it may remain. If it is determined that the material is to be removed from the waterway, the Contractor shall submit the proposed method of removal to the Engineer in writing for approval. When considering options for removal, the Contractor shall consider the minimization of turbidity as a primary objective. Replacement of washed fill may require a Section 404 permit change or an additional permit.
- All fill for temporary work ramps or haul roads placed within the channel banks of a stream, within 10 feet (3 meters) of the channel banks of a perennial stream, and within 25 feet (8 meters) of the channel banks of a 5 Cubic Feet/Second (CFS) or larger stream, shall be constructed using a riprap of the size specified in Subsection 816.02(a)(2), or larger material. This includes channelized streams and relief channels. A minimal amount of clean stone or gravel may be placed on top of the temporary fill in order to obtain a smooth working surface. The clean stone or gravel utilized shall have less than twelve percent passing the #200 (0.075 mm) sieve. Upon removal, salvaged material that meets the requirements of Subsection 816.02 will be paid for when reused in areas which require the utilization of riprap.
- Unless specifically authorized under the Section 404 Permit as temporary or permanent fill material, bridge demolition rubble shall not be dropped into a waterbody or wetland.
- All fill material shall be free from toxic pollutants in harmful amounts.
- All temporary fills shall be removed and the affected areas returned to their preexisting elevation.
- All temporary fill in any body of water or wetland shall be properly contained or stabilized to minimize erosion and degradation of water quality.

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(d) **Erosion and Sediment Control.** The Contractor shall install, construct, and maintain erosion and sedimentation control items as shown on the plans or as directed by the Engineer.

- The Contractor shall install, construct, repair, and maintain erosion and sedimentation control items within three business days of being instructed to do so by the Engineer. However, if heavy equipment is required and the Engineer agrees that conditions do not permit heavy equipment to be used, a longer time frame may be allowed. The Contractor shall submit adequate documentation to the Engineer that proves that conditions are not suitable for the use of heavy equipment and that for there is no alternative to its use. When conditions become suitable, as determined by the Engineer, the Contractor shall proceed with the required actions to be completed within three business days after receiving notification.
- Minimizing time of exposure of disturbed ground is a primary objective. Therefore, disturbing an area and postponing subsequent work could result in the Contractor being required to stabilize the area at no cost to the Department. Unless modified on the plans or directed by the Engineer, the total surface area of disturbed soil on the right-of-way at any one time shall be limited to a maximum of 25 acres (10 hectares). Disturbed soil is defined as exposed bare soil denuded of vegetative cover or lacking stabilization. Stabilized soil is defined as soil that is covered by grass, seeded and mulched, mulched, covered by erosion control matting, or covered by permanent stabilization as shown on the plans or as directed by the Engineer. The Engineer will have the authority to increase or decrease the limitation on surface area of disturbed land based upon the Contractor's capability to effectively control erosion and sedimentation on these areas and contain the sediment within the right-of-way limits, including temporary construction easements (TCE). The Contractor shall be responsible for making the necessary arrangements with the proper owner(s) and for reclaiming sediment and stabilizing the area that is not contained within these limits. This work will be the responsibility of the Contractor and shall be performed at no cost to the Department.
- Cut and fill slopes shall be completed and stabilized in increments not to exceed 25 feet (8 meters), measured vertically, as the construction progresses.
- Completed areas within buffer zones adjacent to water bodies as shown on plans or otherwise designated by the Engineer, shall receive permanent seeding, temporary seeding, or mulch cover as soon as possible, but in no case more than five business days after completion, or as directed by the Engineer.
- All other completed areas, including increments of cut and fill slopes described above, shall receive permanent seeding, temporary seeding, or mulch cover within 14 calendar days after completion as directed by the Engineer.
- Disturbed areas that are temporarily abandoned shall be stabilized within 14 calendar days after activity ceases unless work is to be resumed within 21 calendar days after activity ceases. Payment for this work will be made if abandoned due to no fault or negligence of the Contractor. Payment will not be made for temporary stabilization required by Contractor negligence, by the lack of proper Contractor scheduling, or for the convenience of the Contractor.

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PROTECTION OF WATER QUALITY AND WETLANDS

- Excavation, including silt removed from erosion and sedimentation control devices, shall not be deposited where it can be eroded into waters of the United States. At locations of drainage structures, care shall be taken to prevent mounds of excavation on the inlet end from washing through the structure or on the outlet end from washing downstream.
- Water pumped during any dewatering activity shall be diverted into a sediment basin of the appropriate type as shown on the standard drawings or other device as approved by the Engineer. This sediment basin or device and its holding capacity shall be approved by the Engineer. No turbid discharge to waters of the state shall be allowed.
- Off-site vehicle tracking of sediments and the generation of dust shall be minimized. The Contractor shall construct stabilized entrances to the work areas necessary by the work to eliminate off-site tracking of soils. Work involved in constructing stabilized entrances will not be measured or paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for other items of the Contract. Sediment tracked from the construction site shall be removed by sweeping at a frequency to minimize off-site impacts to water bodies.
- After cut sections are constructed, the tops of backslopes will be rounded to blend the slopes into natural ground when practicable. At transitions from cut to fill, ditches shall be tailed out to prevent erosion of the toe of slope.
- Temporary erosion and sedimentation control devices shall not be removed or destroyed by the Contractor without permission from the Engineer.

Additional temporary and permanent erosion and sedimentation control items necessary on the right-of-way to contain discharges not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, shall be performed as ordered by the Engineer and will be paid for either at unit bid prices or as provided for in Subsection 109.04.

110.06 Pollutants. (a) General. The Contractor shall employ best management practices to prevent pollution by spills. Pollutants such as chemicals, fuels, lubricants, asphalt, raw sewage, concrete drum wash water, and other harmful wastes shall not be discharged into or alongside any waters of the United States, but shall be disposed of in accordance with governing State and Federal regulations. Storage of these materials shall not be allowed within 100 feet (30 meters) of a wetland or waterbody.

(b) Spill Prevention.

(1) Good Housekeeping.

- The quantity of materials stored on the project should be limited, as much as practical, to that quantity required to perform the work in an orderly sequence and should be stored in a neat, orderly manner in their original containers with the original manufacturer's label.
- Manufacturer's recommendations for proper use and disposal of materials shall be followed. All disposal shall be according to all local, State and Federal regulations in a permitted landfill or permitted disposal facility.
- The Contractor should inspect daily to ensure proper use and disposal of materials.

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(2) Hazardous Products.

- Hazardous products shall be kept in original containers with their original labels unless they are not re-sealable or are damaged.
- Material Safety Data Sheets shall be retained and shall be available to all personnel at all times.
- If surplus products must be disposed of, manufacturer's recommendations and local, State, and Federal regulations shall be followed.

(3) Product Specific Practices. The Contractor shall limit the amount of petroleum products and other chemicals in work areas adjacent to wetlands, water bodies, and other sensitive areas. The following product specific practices shall be followed on-site:

- **Petroleum Products.** All on-site vehicles shall be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products shall be stored in tightly sealed containers that are clearly labeled. All asphalt substances used on-site shall be applied according to manufacturer's recommendations and/or Department specifications. Construction of berms, or other similar measures, may be required for storage/refueling areas as a best management practice to restrict spill areas.
- **Fertilizers.** Fertilizers shall be applied only in the manner and amounts required by the specifications. Material shall be stored in a covered area and shall not be exposed to precipitation. Partially used bags shall not be discarded, but removed and disposed of properly. No storage of these materials shall be allowed within a wetland or floodplain.
- **Paints and Solvents.** All containers shall be tightly sealed and stored when not required for use. Excess material and waste shall not be discharged, but shall be properly disposed of according to manufacturers' instructions and/or State and Federal regulations. No storage of these materials shall be allowed within a wetland or floodplain.
- **Concrete Trucks.** Concrete trucks shall be allowed to discharge surplus concrete or drum wash water on site only in areas designated in the SWPPP. Discharge areas shall not be in or where the discharge can be washed into wetlands or waterbodies.
- **Concrete Curing Agents.** Concrete curing agents shall be applied only in the manner and amount required by the specifications. Excess material shall not be allowed to run off the area being treated.

(c) Spill Reporting and Cleanup Practices. All spills shall be reported as described in Subsection 107.01(f).

In addition, the practices below shall be followed:

- All spills shall be cleaned up immediately after discovery or contained until appropriate cleanup methods can be employed.
- The spill area shall be contained and personnel shall wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Manufacturer's recommended methods for spill cleanup shall be followed along with proper disposal methods in accordance with local, State, and Federal regulations.

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Further, where a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR §§ 110, 117, or 302, occurs on the right-of-way during a 24-hour period, the following action shall be taken by the Engineer:

- A report shall be submitted to the Arkansas Department of Environmental Quality within 14 calendar days of the knowledge of the release. The report shall include a written description of the release (including the type and estimate of the amount of material released); the date that such a release occurred; the circumstance leading to the release; and the corrective actions taken.
- The Storm Water Pollution Prevention Plan must be modified within 14 calendar days of knowledge of the release by addition of the above information. Review and modification of the plan must be made to identify measures to prevent the recurrence of such releases, and to respond to such releases.

If the spill occurs on a site off of the right-of-way, the Contractor shall follow the reporting procedures as described above.

110.07 Contractor Negligence. If the Contractor violates the requirements of a C of E Section 404 Permit, NPDES Permit, or any other requirement of these specifications, and fails to properly maintain, install and/or construct erosion and siltation control items, the Engineer may take, but is not limited to, one or more of the following actions:

- Cessation of other project related work,
- Withholding of Contractor payments,
- Suspension of the Project,
- Default of the Contract.

All work required due to the violation of provisions of C of E Section 404, NPDES Permits, or other requirements of these specifications which results from Contractor negligence, carelessness, or failure to perform work as scheduled, shall be performed by the Contractor at no cost to the Department. In addition, the Contractor will be assessed the amounts of any and all fines and penalties assessed against and costs incurred by the Department which are the result of the Contractor's failure to comply with a C of E Section 404 Permit or NPDES Permit.

Failure to comply with the conditions of the C of E Section 404 Permit may result in the C of E issuing a cease and desist order for all permitted activities. Obtaining a new Section 404 Permit from the C of E may require 60-120 calendar days processing time.

The Department will not be responsible for any delays or costs due to the Contractor's failure to comply with the above special conditions. The Contractor will not be granted additional compensation or contract time due to loss of Permits for noncompliance.

In the event that pollutant spills occur which are the result of the Contractor's actions or negligence, the clean up shall be performed by the Contractor at no cost to the State.

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110.08 Method of Measurement and Basis of Payment. Work required to comply with this subsection will not be paid for separately but will be considered included in the unit prices bid for other items of the work.

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SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The sixth paragraph of Subsection 303.02 is hereby deleted and the following is substituted therefore:

For Classes 1 through 8 material, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.425 mm) sieve. For Classes 3 through 8 the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.

Table 303-1, Aggregate Base Course Grading, is hereby amended by deleting the percent passing the No. 200 (0.075 mm) sieve gradation for Classes 6, 7, and 8 and the following substituted therefore:

The percent passing the No. 200 (0.075 mm) sieve grading for Classes 6, 7, and 8 will be 3 - 12.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

PRODUCTION VERIFICATION OF ASPHALT CONCRETE HOT MIX

Section 404 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The third and fourth paragraphs of Subsection 404.04, Quality Control of Asphalt Mixtures, are hereby deleted and the following substituted therefore:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 90 calendar days. The asphalt mixture shall be verified by testing mix that has been produced through the plant using the aggregate proportions shown on the accepted mix design.

The mix will be considered to be verified if test values for air voids, VMA, and asphalt binder content are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

Section 404 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added to the second paragraph in Subsection 404.01(a), Design of Asphalt Mixtures. (a) General:

Mix designs will be approved for a period of five years from the original approval date provided satisfactory results are obtained during production and placement.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MINERAL AGGREGATES**

Table 409-1 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

Table 409-1
Coarse Aggregate Properties

Coarse Aggregate Type	Crushed Gravel; Crushed Stone; Crushed Steel Slag
Size	Plus No. 8 (2.36 mm)
Fractured Faces	
One Face	98 % min.
Two Faces	80 % min.
LA Abrasion (AASHTO T 96)	40 % max.
Sodium Sulfate Soundness (AASHTO T 104, 5 cycle)	12% max.
Flat, Elongated Particle	10 % max.

Wearing Surface Aggregate

Limestone	60 % max.
Other ^{Note 1}	40 % min.
Gravel	60 % max.
Other ^{Note 2}	40 % min.

NOTE 1: Crushed sandstone, crushed siliceous gravel, syenite, novaculite, crushed steel slag or mineral aggregate which has an insoluble residue not less than 85% when tested in a 1:1 solution of hydrochloric acid and water according to AHTD Test Method 306 shall be used as the remaining coarse mineral aggregate.

NOTE 2: Crushed steel slag, crushed sandstone, syenite, novaculite, or other crushed quarry stone which has an insoluble residue not less than 85% when tested in a 1:1 solution of hydrochloric acid and water according to AHTD Test Method 306 shall be used as the remaining coarse mineral aggregate.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
DENSITY TESTING FOR ACHM LEVELING COURSES AND BOND BREAKERS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is inserted after the fourth paragraph of Subsection 410.09(a):

The following procedures shall apply for field density testing when ACHM mixes are used as a leveling course or as a bond breaker between a base material and Portland Cement Concrete Pavement:

- If the entire subplot quantity is placed for leveling or as a bond breaker and the thickness of all of the leveling/bond breaker in that subplot is less than three times the nominal maximum aggregate size, no field density sample or test will be required. The subplot will be excluded from the calculation of the average field density for the acceptance of the lot in Subsection 410.09(a).
- If the entire subplot quantity is placed for leveling or as a bond breaker and portions of the leveling/bond breaker have a thickness greater than three times the nominal maximum aggregate size, a field density sample shall be obtained by the Contractor at a location determined by the Department using AHTD Test Method 465; however the sampling area will be restricted to the area in which the thickness of the leveling course/bond breaker is greater than three times the nominal maximum aggregate size.
- If only a portion of the subplot quantity is placed for leveling or as a bond breaker, the Contractor shall obtain a field density sample at a location determined by the Department using AHTD Test Method 465; however the sampling area will be restricted to the portion of the subplot where the material used as leveling or as a bond breaker has a thickness greater than three times the nominal aggregate size and to the area where the material was not used for leveling or as a bond breaker.

When field density testing for a subplot is waived by one of the above conditions, the ACHM mix used as a leveling course or as a bond breaker shall be compacted utilizing the optimum rolling pattern to achieve the maximum density required, as required by Subsection 410.08.

The first sentence of the second paragraph of Subsection 410.10 is hereby deleted and the following is substituted therefore:

When the entire quantity of either the ACHM Binder Course or ACHM Surface Course (including any sublots used for leveling) meets the following criteria, an incentive of the percentage designated will be applied to the dollar amount for all the components of the designated mix.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
MAINTENANCE OF TRAFFIC

Division 600 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

SECTION 603, MAINTENANCE OF TRAFFIC AND TEMPORARY STRUCTURES, IS AMENDED AS FOLLOWS:

The following is added as the third paragraph of Subsection 603.02(a), Maintenance of Traffic:

Traffic control plans for detours, lane closures, lane width reductions, shoulder closures, and other alterations to the original traffic pattern shall not be placed in operation more than 72 hours before the work begins which requires the traffic control changes. After a traffic control plan is placed in operation, if progress on the work that required such plan is interrupted by more than 72 continuous hours, the original traffic operations must be restored as conditions allow, unless otherwise directed by the Engineer. Removal and restoration of traffic control devices to restore original traffic operations, and the subsequent reinstallation of the traffic control modifications will be at no additional cost to the Department.

Paragraph 3 of Subsection 603.02(d), Projects on Existing Roadways, is hereby deleted and the following substituted therefore:

The Contractor shall provide the Engineer with a minimum of three full business days advance, written notification of any non-emergency lane closure or lane width restriction. The first full business day shall commence at midnight on the first business day following written notification to the Engineer. This advanced notification is required to allow adequate notice for the issuance of over width load permits by the Department.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION**

**RETROREFLECTIVE SHEETING FOR
TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES**

Section 604 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first two paragraphs of Subsection 604.02(b) are hereby deleted and the following substituted therefore:

(b) Signs, Vertical Panels, Barricades, Drums and Traffic Cones. Materials for signs required under this subsection shall comply with materials requirement of the plans, specifications and the MUTCD for the construction of signs using ASTM D 4956 Type VII, VIII, or IX sheeting for non-orange signs and Fluorescent Orange retroreflective sheeting furnished according to the QPL for orange signs. Materials for vertical panels and barricades shall comply with ASTM D 4956 Type VII, VIII, or IX sheeting.

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or Type IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall meet the requirements of ASTM D 4956 for Type IX sheeting.

Table 604-1 Fluorescent Orange Sheeting and Table 604-2 Fluorescent Orange Color Specification Limits (Daytime) in Subsection 604.02(b) are hereby deleted and the following substituted therefore:

**TABLE 604-1
Fluorescent Orange Sheeting**

Observation Angle	Minimum Coefficient Of Retroreflection Candelas Per Foot Candle Per Square Foot	
	Entrance Angle	Fluorescent Orange
0.2	4.0	200
0.2	30.0	92
0.5	4.0	80
0.5	30.0	30

**TABLE 604-2
Fluorescent Orange Color Specification Limits (Daytime)**

Corner Point:	1		2		3		4	
	x	y	x	y	x	y	x	y
	0.583	0.418	0.516	0.397	0.560	0.341	0.655	0.345

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

INSPECTION OF TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Section 604 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The last sentence of paragraph one of Subsection 604.03(a) is hereby deleted and the following substituted therefore:

The certification for inspection of traffic control devices shall be documented on the attached "Traffic Control Device Inspection Checklist", which is to be completed in its entirety, as applicable, on a daily basis.

The Traffic Control Device Inspection Checklist form is available on the Department's website at:

http://www.arkansashighways.com/construction_division/TrafficControlDeviceInspectionForm.pdf

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
REFLECTORIZED PAINT PAVEMENT MARKINGS

Section 718 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first paragraph of the Subsection 718.02 Materials of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

718.02 Materials. The paint shall be a ready mixed white and yellow paint suitable for application on concrete and bituminous pavements. All paints used for this application shall be listed on the QPL. The manufacturer shall furnish a certification for each lot certifying that the materials supplied conform to all the requirements specified and stating that the material is formulated the same as the material tested for QPL listing. Random samples may be taken and tested by the Department. The paint shall be a solventborne-chlorinated rubber, solventborne chlorinated polyolefin, solventborne acrylic copolymer, a waterborne acrylic emulsion polymer paint or a cold weather waterborne acrylic emulsion polymer paint.

The following is added to the third paragraph of the Subsection 718.02 Materials of the Standard Specifications for Highway Construction, Edition of 2003:

Cold weather waterborne acrylic emulsion polymer paint does not have to meet the Raw Materials requirements of paragraph (d), Raw Materials for Vehicles (Waterborne), or subparagraphs (1) and (2) of paragraph (f) Physical Requirements of the Finished Pavement (Waterborne).

Subsection 718.02 Materials, (a), (5) of the Standard Specifications for Highway Construction, Edition of 2003, is hereby deleted and the following substituted therefore:

The pigments used for the pavement marking material compound shall not contain any compounds that will exceed the values listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1.

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State Claims Commission
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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLEMENTAL SPECIFICATION
THERMOPLASTIC PAVEMENT MARKING MATERIAL

Section 719 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The second paragraph of Subsection 719.02 is hereby deleted and the following substituted therefore:

The material shall meet the requirements of AASHTO M 249 with the following exceptions for color on yellow materials.

Color Specifications									
Color Specification Limits -Daytime									
Initial								Luminance Factor, Y (%)	
Chromaticity Coordinates									
1		2		3		4		min	max
x	y	x	y	x	y	x	y		
0.499	0.466	0.545	0.455	0.518	0.432	0.485	0.454	40.0	60.0

Initial daytime color determination will be made in accordance with the requirements of AASHTO T 250. Values shall be evaluated on material without the drop-on beads.

Color Specification Limits -Daytime							
Retained							
Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400

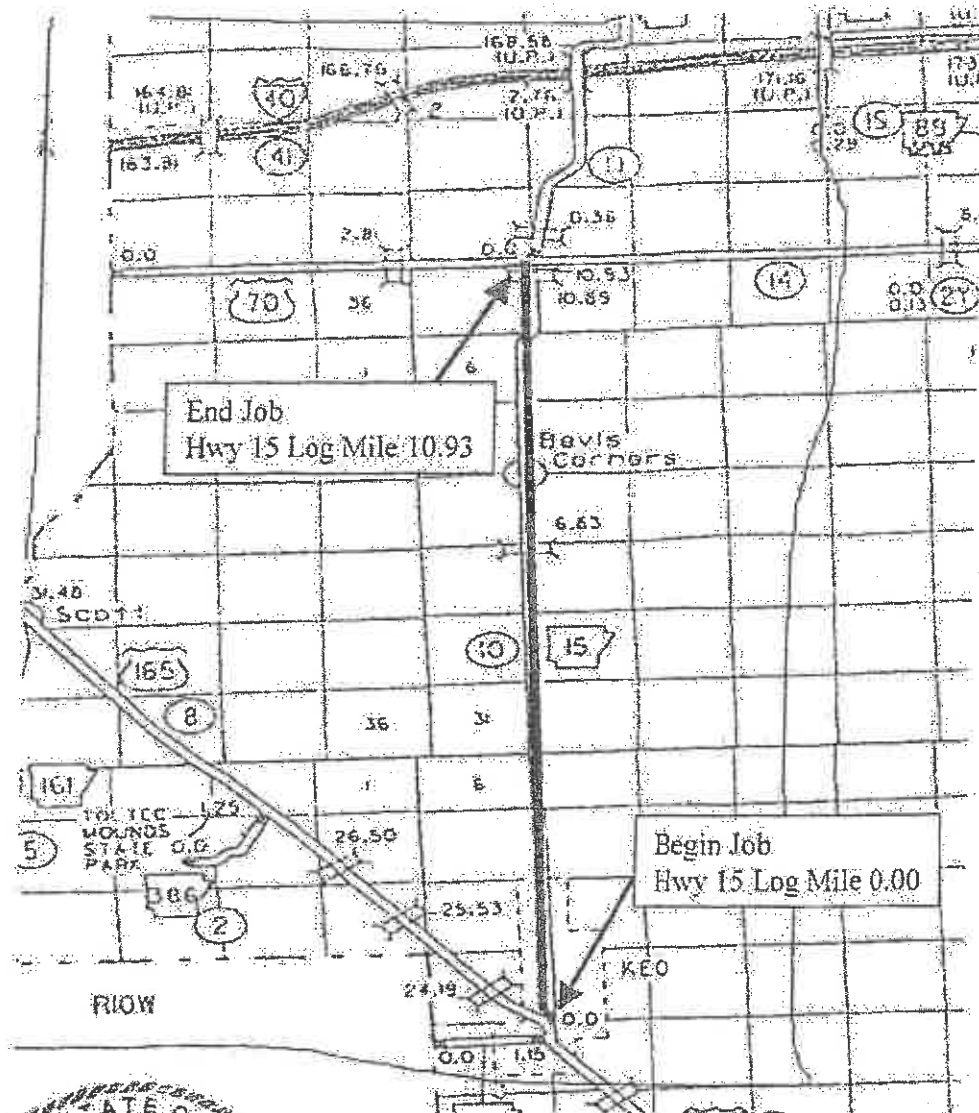
Retained daytime color limits shall conform to the specifications for a minimum of ninety days for construction pavement markings and one year for all other markings. Retained readings will be determined on a beaded surface in accordance with the requirements of ASTM E 2366.

Color Specification Limits -Nighttime							
Initial with drop-on beads							
Chromaticity Coordinates							
1		2		3		4	
x	y	x	y	x	y	x	y
0.575	0.425	0.508	0.415	0.473	0.453	0.510	0.490

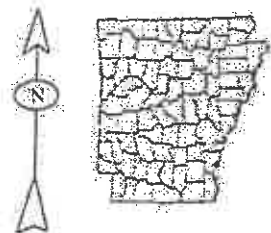
Initial nighttime color limits will be determined in accordance with the requirements of ASTM E 2367 on a beaded surface.

The pigments used for the pavement marking material compound shall not contain any compounds that will exceed the values listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1.

Job Location Map



Midpoint N 34°41' 05"
W 92°00' 29"



Job No. 061406
Hwy. 165 - Hwy. 70 (Overlay)(S)
Highway 15, Section 10
Lonoke County

Page 1 of 13

General Notes

1. Preparatory Work such as clipping the grass and debris from the edge of the existing roadway will not be paid for directly but will be considered a part of the other items of work. After the roadway is completed, these "clippings" shall be pulled up to the edge of the new pavement. No direct payment will be made for this work.
2. Asphalt debris resulting from the preparatory work shall be removed from the project. This material shall not be buried within the Right Of Way.
3. Leveling shall be placed and compacted in a separate operation unless directed otherwise by the Engineer.
4. Asphalt overlay of driveways shall be extended if necessary to eliminate undesirable profiles.
5. Asphalt overlay shall be placed up to the face of all guardrail posts.
6. Preparatory Work to the existing driveways including excavating driveways that are too high to allow them to be overlaid and tied into the roadway overlay will not be paid for directly but will be considered a part of the other items of work. After the overlay is completed, the material produced from the excavation shall be pulled up to the edge of the new pavement or disposed of as directed by the Engineer. No direct payment will be made for this work.
7. Aggregate Base Course outside the existing shoulders shall be uniformly compacted, stable, and free of segregated areas. The density requirements of Section 303 are hereby waived.
8. The edge lines shall not be placed until after all clippings and Aggregate Base Course (Class 7) have been placed in their final position.
9. Removal of any existing Raised Pavement Markings will not be paid for directly, but shall be considered subsidiary to other items of work. All such markers shall be removed prior to placing the overlay.
10. Temporary asphalt tapers shall not be constructed out of cold millings.
11. Material produced from Cold Milling Asphalt Pavement shall remain the property of the Contractor.
12. After an area of the project has been cold milled, it shall be covered with 200 Lbs./SY of ACHM Surface Course (1/2") within 5 working days. If an area of the project that has been cold milled is not covered with 200 lbs./SY of ACHM Surface Course (1/2") on or before the 5th working day, no additional cold milling shall take place until it is overlaid.
13. Any Construction Pavement Markings that are placed on an area that has been cold milled shall be painted markings complying with Section 718.

Arkansas
State Claims Commission

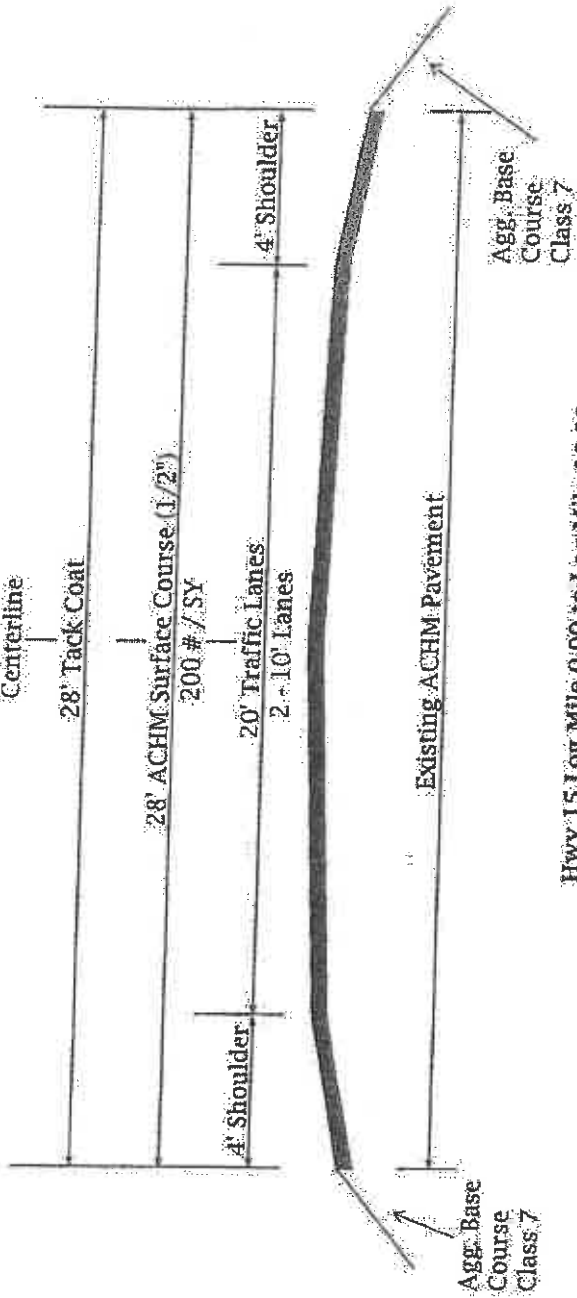
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Job No. 061406
Hwy. 165-Hwy. 70 (Overlay) (S)
Highway 15, Section 10
Lonoke County

Page 2 of 13

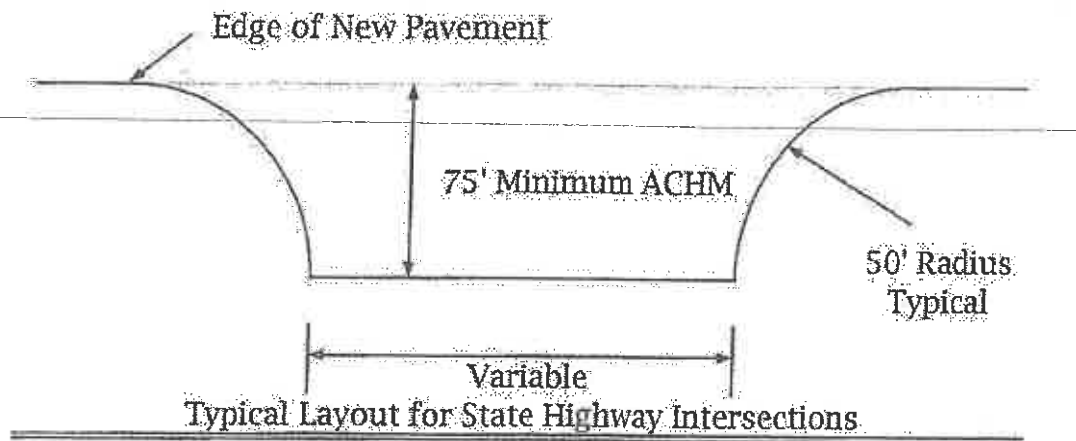
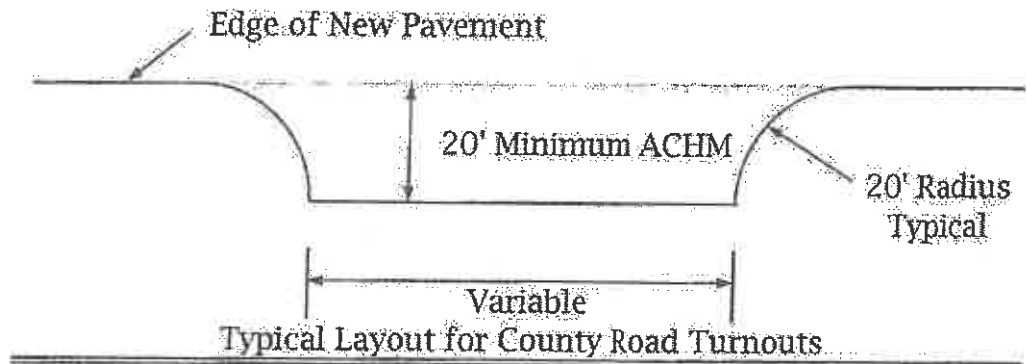
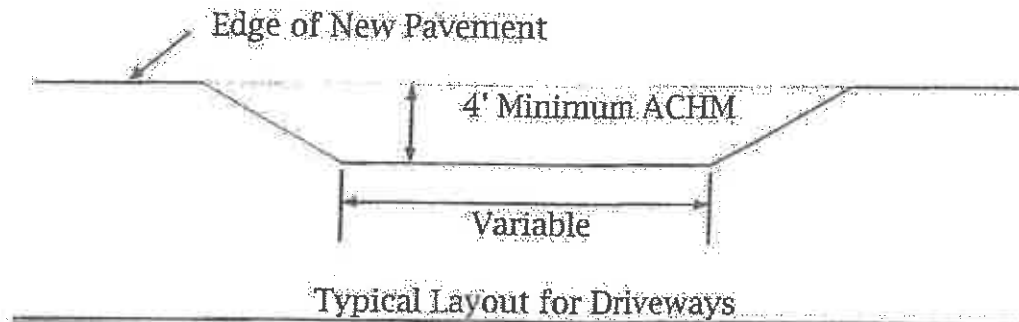
Typical Section



Hwy 15 Log Mile 0.00 to Log Mile 10.93

Job No. 061406
Hwy. 165 Hwy. 70 Overlay (S)
Highway 15, Section 10
Lorain County

Typical Layouts for Driveways, County Roads, and State Highway Intersections



Surfacing Quantities

[illegible]

Basis of Estimates:

Tackle Coat

Mineral Aggregate In ACHM Surface Course (1/2")

Asphalt-Binder (PG 76-22) In ACHM Surface Course (1 1/2")

0.03 Gal/SY
95.00%
5.00%

Job No. 061406
Hwy. 165-Hwy. 70 (Overlay) (S)
Highway 15, Section 10

Pavement Markings

Location		Description	Raised Pavement Marker Type II	Thermoplastic Pavement Markings				Construction Pavement Markings Linear Feet
Log Mile	Log Mile			White (4")	Yellow (4")	White (8")	Yellow (8")	
0.00	10.93	Hwy 15 Main Lanes and Shoulders	1445	115500	22963			89250
0.00	0.00	Hwy 15 & Hwy 165 Intersection Island				250		
10.93	10.93	Hwy 15 & Hwy 70 Intersection Islands				250	400	
		Totals	1445	115500	22963	500	400	89250
This Roadway is Considered a "High Volume Highway". For Pavement Marking Data Access, See 89250								

This Roadway is Considered a "High Volume Highway". For Pavement Marking Purposes See 604.03.

Cold Milling

Location		Location	Length	Average Width	Square Yards
Log Mile	Log Mile				
0.00	0.03	Main Lanes Hwy 15	150		
6.80	6.83	Main Lanes Hwy 15 Bridge End	150	28	467
6.83	6.86	Main Lanes Hwy 15 Bridge End	150	26	433
10.87	10.93	Main Lanes Hwy 15 & Hwy 70 Intersection	300	26	433
				50	1667
		Total			3000

Job No. 061406
Hwy. 165-Hwy. 70 (Overlay) (S)
Highway 15, Section 10
Lenore County

Aggregate Base Course (Class 7)

Location		Description	Total
Log Mile	Log Mile		
0.00	10.93	As Directed	2200
		Totals	2200

Job No. 061406
Hwy. 165-Hwy. 70 (Overlay) (S)
Highway 15, Section 10

[illegible]

High Locations:
Hwy. 165 North & South; Cotton Rd; Warren Rd; Cobb Rd; Toltec Rd; Red wine Rd;
Chaney Rd; Cole Dealing Rd; Bearskin Lake Rd; Bevis Rd; Hwy 70 East & West

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Job. No. 061406
Hwy. 165-Hwy. 70 (Overlay) (S)
Highway 15, Section 10

Summary Of Quantities

Item No.	Item	Quantity	Unit
SS & 303	Aggregate Base Course (Class 7)	2200	Ton
401	Tack Coat	5587	Gallon
SP, SS & 407	Mineral Aggregate In ACHM Surface Course (1/2")	19878	Ton
SP, SS & 407	Asphalt Binder (PG 76-22) In ACHM Surface Course (1/2")	1046	Ton
412	Cold Milling Asphalt Pavement	3000	Square Yard
601	Mobilization	1.00	Lump Sum
SS & 603	Maintenance Of Traffic	1.00	Lump Sum
SS & 604	Signs	377	Square Feet
SS & 604	Construction Pavement Markings	89250	Linear Feet
SS & 719	Thermoplastic Pavement Markings White (4")	115500	Linear Feet
SS & 719	Thermoplastic Pavement Markings White (8")	500	Linear Feet
SS & 719	Thermoplastic Pavement Markings Yellow (4")	22963	Linear Feet
SS & 719	Thermoplastic Pavement Markings Yellow (8")	400	Linear Feet
721	Raised Pavement Marker Type II	1445	Each

Job No. 061406
Hwy. 165-Hwy. 70 (Overlay) (S)
Highway 15, Section 10
Lenoire County

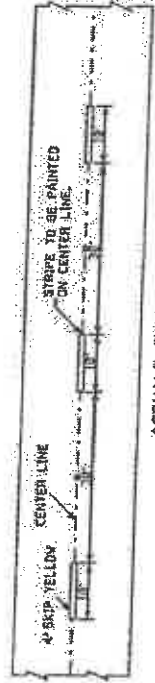
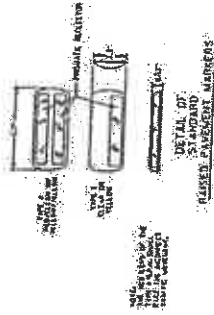
NOTES:

1. ALL LINES SHALL HAVE A WIDTH OF 4 INCHES.
2. THE THICKNESS AND RATE OF PAINT APPLICATION SHALL BE AS SPECIFIED IN SECTION 710 OF THE STANDARD SPECIFICATIONS.
3. PAINT OR MARKING SHALL BE USED IN CONJUNCTION WITH THE LATEST REVISED EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. RAISED PAVEMENT MARKERS SHALL BE CENTERED ON EACH SKIP LINE OR 40 FEET SPACING UNLESS OTHERWISE SHOWN ON THE PLANS.

FOR ASPHALT OR CONCRETE PAVEMENT
FOR BITUMINOUS SURFACE TREATMENT



PAVEMENT EDGE LINE MARKING



ASPHALT PAVEMENT



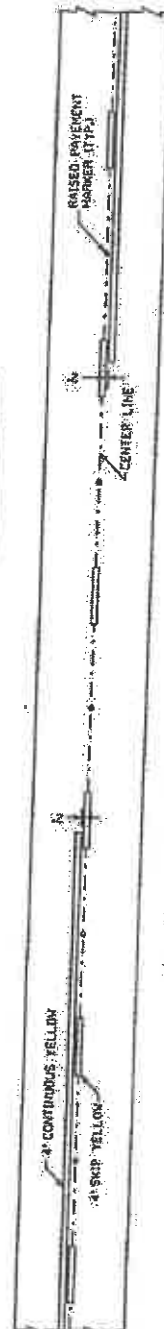
CONCRETE PAVEMENT

BROKEN LINE STRIPING



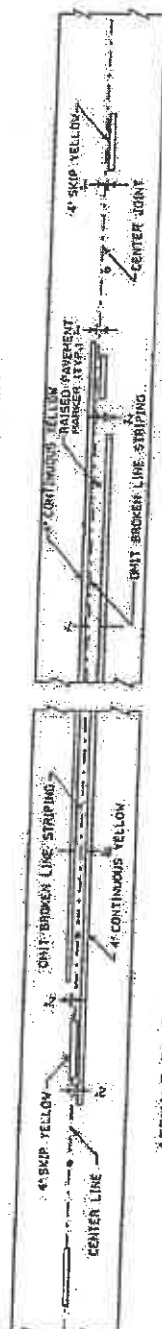
RAISED PAVEMENT MARKER (TYP.)

SOLID LINE STRIPING ON CONCRETE PAVEMENT



RAISED PAVEMENT MARKER (TYP.)

SOLID LINE STRIPING ON ASPHALT PAVEMENT



RAISED PAVEMENT MARKER (TYP.)

ASPHALT PAVEMENT

CONCRETE PAVEMENT

GENERAL NOTES:
1. THE MARKING SHALL BE CONSIDERED AS TYPICAL UNLESS OTHERWISE SPECIFIED.
2. THE MARKING SHALL BE CONSIDERED AS TYPICAL UNLESS OTHERWISE SPECIFIED.
3. THE MARKING SHALL BE CONSIDERED AS TYPICAL UNLESS OTHERWISE SPECIFIED.
4. THE MARKING SHALL BE CONSIDERED AS TYPICAL UNLESS OTHERWISE SPECIFIED.



CROSSWALK AND STOPBAR DETAILS

DATE	11-10-11	BY	11-10-11
REVISION		REVISION	
DATE	11-10-11	BY	11-10-11
REVISION		REVISION	
DATE	11-10-11	BY	11-10-11
REVISION		REVISION	

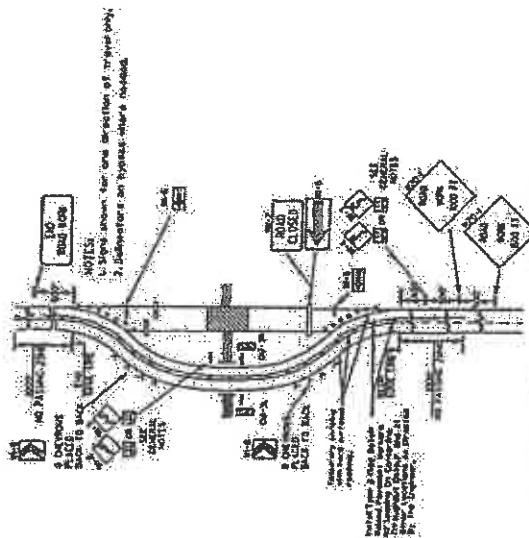
ARKANSAS STATE HIGHWAY COMMISSION

PAVEMENT MARKING DETAILS

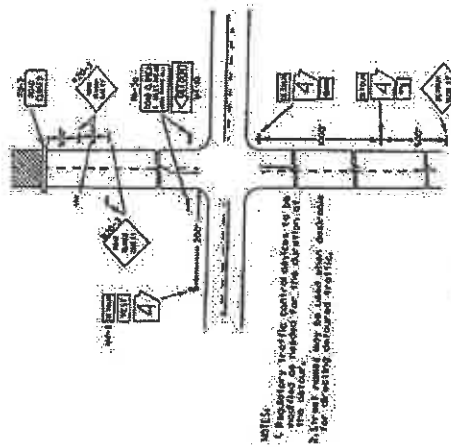
STANDARD DRAWING PM-1

JOB 061406

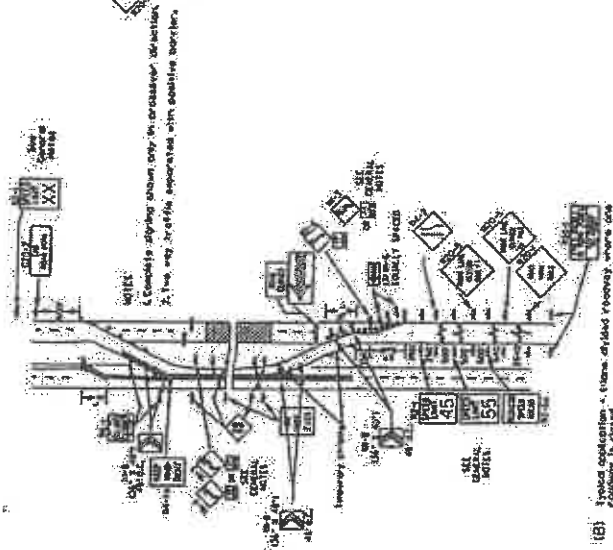
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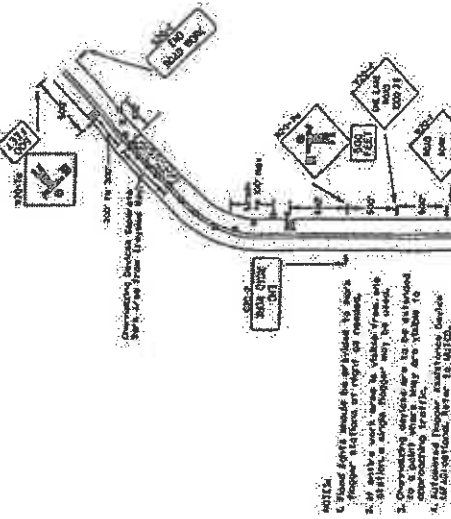
(A) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



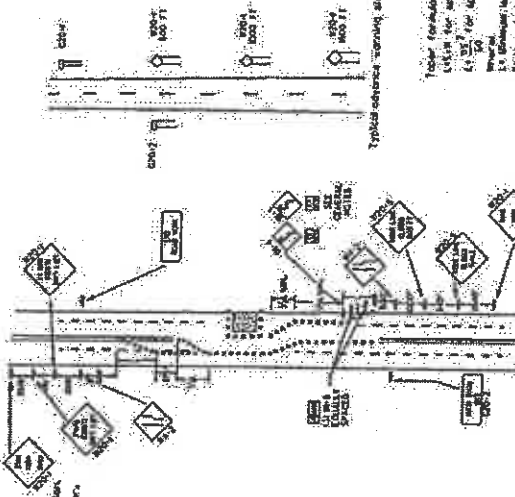
(B) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



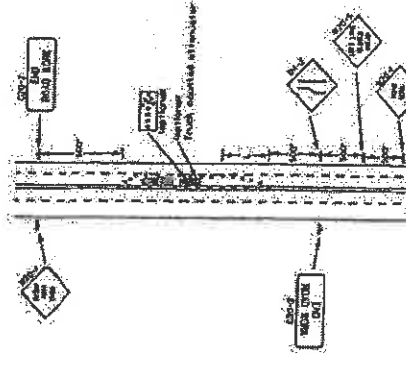
(C) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



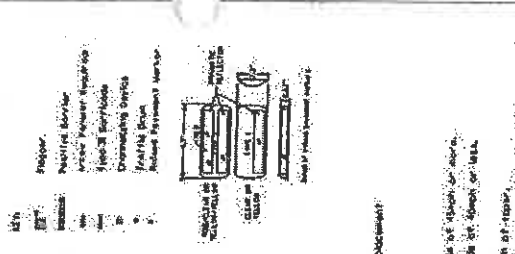
(D) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



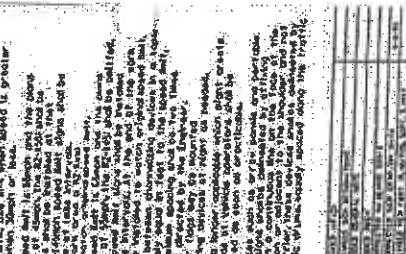
(E) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



(F) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



(G) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.



(H) Typical application of traffic control at highway interchange where the entire roadway is closed and a bypass is required.

ARKANSAS
STATE HIGHWAY COMMISSION



STANDARD SPECIFICATIONS
FOR
HIGHWAY CONSTRUCTION

EDITION OF 2003



C O N T R A C T F O R M S

CONTRACT

CONTRACT SCHEDULE OF PRICES

STATUTORY PERFORMANCE BOND

STATUTORY PAYMENT BOND

ARKANSAS STATE HIGHWAY COMMISSION

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this date JUL 01 2013
by and between **REDSTONE CONST. GROUP, INC.**

hereinafter referred to as the Contractor, and the Arkansas State Highway Commission, hereinafter referred to as the Commission, Witnesseth:

That for and in consideration of the payment to be made as set forth in the Contract Schedule of Prices, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in **LONOKE** County, designated as

Job 061406

STATE JOB

Job Name: HWY. 165-HWY. 70 (OVERLAY) (S)

consisting of an improvement of **State Highway 15, Section 10**, more specifically described in the Contract Schedule of Prices attached hereto, all in exact accord with the Construction Plans on file in the Office of the Commission at Little Rock, Arkansas; and with the Arkansas Standard Specifications for Highway Construction, Edition of 2003; and with the Proposal filed with the Commission on **June 5, 2013**; and with the Supplemental Specifications and Special Provisions accompanying said Proposal, copy of said Plans, Specifications, Supplemental Specifications, and Special Provisions being attached hereto and made a part hereof as fully as though copied in full herein; under the direct supervision of the Engineer, and to the entire satisfaction of the Commission, and in accordance with the laws of the State of Arkansas; and in case the United States Government is participating in any portion of the cost of the work, the work shall also be subject to inspection and approval at all times by the appropriate Federal agency.

The Contractor agrees, for the consideration set forth in the Contract Schedule of Prices, to begin work within ten days after a Work Order is issued by the Engineer and to complete the work on or before **October 25, 2013**. If the Contractor shall fail to complete the work within the time limit herein specified, he shall pay to the Commission, as liquidated damages, and not in the nature of a penalty, the sum of **three hundred twenty dollars (\$320.00)** for each day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that the Commission will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages, because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the Commission agrees to pay for the work at the prices stipulated in the Contract Schedule of Prices, such payment to be in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Specifications.

WITNESS OUR HANDS, this date JUL 01 2013

CONTRACTOR

REDSTONE CONST. GROUP, INC.

BY: 

Michael A. Lasiter

PRINTED NAME: CEO

(Must Be Legible)

ARKANSAS STATE HIGHWAY COMMISSION

BY: 

for Director of Highways and Transportation

Arkansas
State Claims Commission

JUN 05 2014

RECEIVED

**ARKANSAS STATE HIGHWAY COMMISSION
STATUTORY PERFORMANCE BOND**

SURETY'S BOND NO. 6092295

KNOW ALL MEN BY THESE PRESENTS:

That we, **REDSTONE CONST. GROUP, INC.** as Principal, and

Westfield Insurance Company

of Westfield Center, Ohio

authorized to do business in the State of Arkansas, as Surety, are held and firmly bound unto the State of Arkansas for the use and benefit of the Arkansas State Highway Commission, and its successors and assigns for one hundred percent of the contract amount in the sum of:

one million four hundred seventy-five thousand seven hundred sixty-two and 89/100 dollars

(\$1,475,762.89), lawful money of the United States of America to be paid to said Arkansas State Highway Commission, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this date JUL 01 2013

THE CONDITION OF THIS BOND is as follows: That, whereas, said **REDSTONE CONST. GROUP, INC.**, as Principal, has entered into a contract with the State Highway Commission of the State of Arkansas for the construction of that certain project in **LONOKE** County, designated as

Job 061406

STATE JOB

Job Name: HWY. 165-HWY. 70 (OVERLAY) (S)

consisting of an improvement of **State Highway 15, Section 10**, more specifically described in the Contract Schedule of Prices attached hereto, such work to be performed in strict accordance with the terms and conditions of said contract.

NOW, THEREFORE, if the above bound **REDSTONE CONST. GROUP, INC.** shall in all things stand and abide by and well and truly observe, do keep and perform all and singular, the terms, covenants, guarantees and agreements in said Contract to be observed, kept, done and performed, and each of them, at the time and in the manner and form therein specified, and shall do and perform all the labor and work as specified in said Contract and in strict accordance with the terms of said Contract and the Plans and Specifications thereto attached, and made a part thereof, along with any and all modifications thereof, and shall be bound to the Arkansas State Highway Commission for all over-payments made to the Contractor, and shall indemnify and save harmless said Arkansas State Highway Commission against any loss or damage of whatever kind and character, arising or occasioned by deeds of negligence of said principal, his agents, servants, and employees, in the prosecution of the work, or by reason of improper safeguards or incomplete protection to the work, and shall complete said work within the time specified in said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

STATUTORY PERFORMANCE BOND (Continued)

The Surety hereon further agrees that lack of knowledge by the Surety of any delay in the progress of the work by the Contractor shall not operate as a defense by the Surety to any claim or suit on this bond, it being understood that the Surety shall receive reasonable notice of all steps looking to the cancellation of the Contract, and, or, the reletting of the work.

When a contract is placed in default or terminated in accordance with Section 108.08 of the Standard Specifications, a Suspension Order will be issued effective on the date that the Chief Engineer gives notice of default or termination. A Resumption Order will be issued sixty (60) days after the date of the Suspension Order or when work is actually resumed if prior to sixty (60) days. If the Chief Engineer determines that special circumstances or project complexity justify, this sixty-day period may be modified. If the responsible Surety fails to actively respond to the Resumption Order within thirty (30) days and to secure immediate completion/closing of the project, then no future bonds will be accepted from the Surety until the matter is resolved to the Department's satisfaction.

WITNESS OUR HANDS, this date JUL 01 2013

Westfield Insurance Company
Surety

REDSTONE CONST. GROUP, INC.

Principal

Surety

BY:

Sylvia A. Young
Licensed Agent, State of Arkansas

Sylvia A. Young, Attorney-in-Fact

BY:



Michael A. Lesiter
CEO

Filed with the Arkansas State Highway Commission for approval this date. JUL 01 2013

Isabella Owens

(Surety Seal)

ARKANSAS STATE HIGHWAY COMMISSION
STATUTORY PAYMENT BOND

SURETY'S BOND NO. 0092295

KNOW ALL MEN BY THESE PRESENTS:

That we, **REDSTONE CONST. GROUP, INC.**, as Principal, and

Westfield Insurance Company
of Westfield Center, Ohio

authorized to do business in the State of Arkansas, as Surety, are held and firmly bound unto the State of Arkansas for the use and benefit of the Arkansas State Highway Commission, and its successors and assigns for eighty percent of the contract amount in the sum of:

one million one hundred eighty thousand six hundred ten and 31/100 dollars

(\$1,180,610.31), lawful money of the United States of America to be paid to said Arkansas State Highway Commission, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this date JUL 01 2013

THE CONDITION OF THIS BOND is as follows: That, whereas, said **REDSTONE CONST. GROUP, INC.**, as Principal, has entered into a contract with the State Highway Commission of the State of Arkansas for the construction of that certain project in **LONOKE** County, designated as

Job **061406**

STATE JOB

Job Name: **HWY. 165-HWY. 70 (OVERLAY) (S)**

consisting of an improvement of **State Highway 15, Section 10**, more specifically described in the Contract Schedule of Prices attached hereto, such work to be performed in strict accordance with the terms and conditions of said contract.

NOW, THEREFORE, if the above bound **REDSTONE CONST. GROUP, INC.** shall pay all bills and claims for all materials, labor and supplies entered into contingent or incident to the construction of said work, or used in the course of performance of the work, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety hereon further agrees that lack of knowledge by the Surety of any delay in the progress of the work by the Contractor shall not operate as a defense by the Surety to any claim or suit on this bond, it being understood that the Surety shall receive notice of all steps looking to the cancellation of the Contract, and, or, the reletting of the work.

The Surety Company hereon agrees to pay all unpaid claims for all materials, labor and supplies entered into contingent or incident to the construction of said work or used in the course of said work including but not limited to materials, labor and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof. Unpaid claims for materials, labor and supplies entered into contingent or incident to construction of said work or used in the performance of said work shall have a right of action on this bond in accordance with the provisions of Ark. Code Ann. §22-9-403 and Ark. Code Ann. §18-44-503. However, no suit, action or proceeding shall be brought on this bond outside the State of Arkansas.

STATUTORY PAYMENT BONDS (Continued)

WITNESS OUR HANDS, this date JUL 01 2013

Westfield Insurance Company
Surety

Surety

REDSTONE CONST. GROUP, INC.

Principal

Surety

BY:

John A. Young

Licensed Agent, State of Arkansas

Licensed Agent, State of Arkansas
Sylvia A. Young, Attorney-in-Fact

BY:

ell

Michael A. Lester

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Filed with the Arkansas State Highway Commission for approval this date JUL 01 2013

Evelina Owens

(Surety Seal)

CONTRACT SCHEDULE OF PRICES

LETTING DATE: June 05, 2013

STATE JOB NO: 061406

STATE JOB:

JOB NAME: HWY. 165-HWY. 70 (OVERLAY) (S)

ROUTES: 15

SECTIONS: 10

COUNTY: LONOKE

DESCRIPTION:

THE PURPOSE OF THIS PROJECT IS TO OVERLAY 10.93 MILES OF HIGHWAY 15 SOUTHWEST OF LONOKE IN LONOKE COUNTY. THIS PROJECT CONSISTS OF AGGREGATE BASE COURSE, TACK COAT, ACHM SURFACE COURSE, COLD MILLING, MAINTENANCE OF TRAFFIC, PAVEMENT MARKINGS, AND MISC. ITEMS.

LENGTH: 10.930000 MILES

COMPLETION DATE: 10/25/13

CONTRACTOR: REDSTONE CONST. GROUP, INC.

ADDRESS: 505 WEST DIXON ROAD

LITTLE ROCK,

AR

72206-4320

CONTRACT AMOUNT: \$ 1,475,762.89

LIQUIDATED DAMAGES: \$ 320 PER DAY

TYPE OF PROJECT: NON FED

CONTRACT SCHEDULE OF PRICES

STATE JOB NO: 061406

JOB NAME: HWY. 165-HWY. 70 (OVERLAY) (S)

STATE JOB

LINE NO	ITEM CODE	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT BID PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 PROPOSAL ITEMS

0001	SS&303 AGGREGATE BASE COURSE (CLASS 7)	TON	2,200.000	18.00000	39,600.00
0002	401 TACK COAT	GAL	5,587.000	2.00000	11,174.00
0003	SPSS407 MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	TON	19,878.000	60.00000	1,192,680.00
0004	SPSS407 ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2") (MINIMUM BID \$120.00)	TON	1,046.000	120.00000	125,520.00
0005	412 COLD MILLING ASPHALT PAVEMENT	SQYD	3,000.000	1.50000	4,500.00
0006	SS&603 MAINTENANCE OF TRAFFIC	L.S.	1.000	1,000.00000	1,000.00
0007	SS&604 SIGNS	SQFT	377.000	6.12000	2,307.24
0008	SS&604 CONSTRUCTION PAVEMENT MARKINGS	LF	89,250.000	0.23000	20,527.50
0009	SS&719 THERMOPLASTIC PAVEMENT MARKING WHITE (4")	LF	115,500.000	0.47000	54,285.00
0010	SS&719 THERMOPLASTIC PAVEMENT MARKING WHITE (8")	LF	500.000	3.12000	1,560.00
0011	SS&719 THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	LF	22,963.000	0.50000	11,481.50

Arkansas
State Claims Commission

JUN 05 2014

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RedStone Construction Group, Inc.
505 West Dixon Road
Little Rock, Arkansas 72206
501-374-1557
WATS 1-800-264-1557
FAX 501-374-8314
redstone-cg.com



Thursday, September 19, 2013

Mr. Mike Hays
AHTD
803 Eureka Garden RD.
North Little Rock, AR 72117

RE: 0061406
Repairs in asphalt pavement
I-40 North (Overlay) (S)

Mr. Hays,

This letter is in regard to the asphalt pavement failures we encountered on the above referenced project. It is our findings as well as the findings of MTA (Material Testing of Arkansas) that the failures are not due to the lack of tack but due to the pre-existing conditions of the roadway. As you well know, the roadway had deep wheel ruts ($>1"$) through the majority of the project. The roadway had many existing pavement failures, patches and repairs performed over time. We discussed the condition of the roadway with AHTD ahead of starting the overlay. We were denied a request for additional leveling.

Below is a summary of our findings.

- Upon reviewing the locations of the repairs as well as the location of leveling, we found that 1 out of 16 failures are in leveling section, 15 failures are not. (please see attachment)
- MTA laboratory found underlying asphalt material containing excessive amount of asphalt cement that penetrated in the new pavement. This material is extremely soft at temperatures of 150 degree Fahrenheit. Our mix has a 300 compaction temperature. (Please see attachment)
- I am attaching a video of the pavement where it shows subgrade to be unstable under a loaded vehicle.
- Google maps at the location many repairs shows that these areas have been patched before. (indication of pre-existing subgrade failure, please see attachments)
- Adequate Tack amount was used on the project. This is supported by the rates recorded by the AHTD inspector as well as by the amount of tack that was purchased and used on the project. (attached are bills of lading)

General Construction • Asphalt and Concrete Paving • Site Work • Repair and Maintenance • Crack Sealing • Seal Coating
Drainage Structures • Metal and Concrete Pipe • Water and Sewer Line Construction • Hot Mix Asphalt • Soil



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Redstone construction performed the work according to AHTD specification and under AHTD supervision. No remarks, instructions from the AHTD where given to change the way we were performing the work or suggested any changes. Repairs to the pavement repairs are not the responsibility of Redstone as we contend it is the existing material that failed rather than the overlay.

Please advise of weather you would like us to stripe the project or put it on hold. Feel free to contact me for any additional information.

Sincerely,

Nader Abou-Diab,
Estimator/Project Manager
501-539-3029

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

October 29, 2013

Mr. Nader Abou-Diab
Redstone Construction Group, Inc.
505 West Dixon Road
Little Rock, AR 72206

Re: ACHM Surface Slipping Failures
Job No. 061406
State Job
Hwy. 165 - Hwy. 70 (Overlay)(S)
Route 15, Section 10
Lonoke County

Dear Mr. Abou-Diab:

The Department has concluded its investigation of slipping failures on the referenced project. The Department has tested asphalt binder and gradation of the in-place pavement through removal of cores and slabs. Asphalt binder content, grade, and aggregate gradation are within acceptable limits and in compliance with the mix design.

The Department has determined that the cause of the slipping failures is due to inadequate bond strength between the ACHM and the existing pavement. Causes of inadequate bond are insufficient Tack Coat, over-diluted Tack Coat, poor application procedures of Tack Coat, poor quality of residual asphalt in Tack Coat, and/or improperly cleaning of existing pavement before the application of Tack Coat.

You are hereby directed to remove and replace the areas of failure to a minimum depth of 2 inches at no cost to the Department.

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

Sincerely,

Mike Hays
Resident Engineer

c: District Engineer
Construction Engineer

Arkansas
State Claims Commission

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505 West Dixon Road
Little Rock, Arkansas 72206
501-374-1557
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FAX 501-374-8314
redstone-cg.com



Wednesday, November 27, 2013

Mr. Frank Vozel
AHTD Chief Engineer
P.O. Box 2261
Little Rock, AR 72203

RE: 061406
Failures in Asphalt Pavement
HWY. 165-HWY. 70(overlay)S

Mr. Vozel,

The intent of this letter is to appeal to you to review the decision by Mike Hayes (RE 61) regarding pavement failures on the above referenced project. This project consisted of asphalt leveling, tack coat, 2" asphalt overlay and miscellaneous additional work to existing Hwy 15 in Lonoke County. Prior to the completion of the project small area(s) began to fail due to a cause that is currently in dispute between Redstone and the AHTD. Currently the areas will require at the least the removal of the asphalt overlay surface, and most likely additional repair work to prevent future failure. Following is a summary and documentation information regarding Redstone's position:

The existing condition of the road was poor at best with numerous areas of previous patches and extensive rutting and cracking and bleeding of existing chip sealed surface. No repair was required of Redstone per the contract; all repairs were performed by AHTD forces prior to work beginning. It is the position of Mr. Hays the "sole" cause of the failures are the responsibility of Redstone due to inadequate tack coat despite "findings of fact" by the AHTD to the contrary.

We do not deny there are failures in the new pavement. Based on information provided by Redstone hired engineer and analysis by AHTD personnel, the failures are not the direct result of inadequate tack coat rather de-bonding. De-bonding occurs when the bond between the new pavement and the existing paving is broken and can be for a number of reasons; bleeding, rutting, tack coat and unstable subgrade.

This de-bonding can occur due to inadequate tack coat and if other conditions did not exist the position taken by Mr. Hays may be valid. According to AHTD Materials "number of issues that Materials Division believes contributed to the pavement slippage failures;" which would include base failure, tack coat, bleeding of existing surface and rutting.



- Tack was applied at a rate of .03 g/SY according to plans (AHTD inter office memorandum Sept 19,2013)
- AHTD Inspector Ron Johnson "noted no outstanding issues with the application of the Tack Coat". (AHTD inter office memorandum Sept 19,2013)
- "Slips seem to be at random locations with several at previously patched areas" (AHTD material investigation report). Also, please see attached photographs.
- "The site investigation unveiled a number of Issues that material division believes contributed to the pavement slippage failures. **The existing shoulder of the northbound lane at 485+00 showed signs of distress which could suggest a base issue at several locations.**" (AHTD material investigation report.)
- "Materials Division believes the bond strength may have contributed to the degree of slippage" This statement clearly states other issues contributed to the bond failure.

Research shows that bleeding, excessive tack over flushing can cause slippage. We applied the Tack Coat according to plans, and we were not instructed to change the Tack Coat rate of application (more tack or less tack). The tack issues that the department assumed to be the causes of failures are simply speculations. The inspectors did not see any deficiencies and the tack rate of application confirms to plans. Attached pictures show uniform tack, sufficient tack, lack of debris, clean surface, yet there is slippage failure.

- Figure 1 shows that tack was stuck well enough to the shoulder that it peeled off with overlay. (AHTD did the removal). Failure was in the main lane under traffic stress.
- Figure 2 shows even distribution of tack, visual inspection shows sufficient tack, no debris in figure 1 or Figure 2 and yet we have slippage.
- Figure 3 shows excessive AC in existing pavement.
- Figure 4 shows flushing in the north bound.)16 of 17 failures are in the north bound). We have seen that farm trucks leave the fields loaded, or overloaded on a chip seal road that could be causing unplanned pavement stress.
- Studies show that excessive deflection can cause slippage in overlays. (Attached is a video of such deflection on the project). This requires thicker, stiffer overlays. Leveling can help.
- When existing pavement has wheel ruts, then proper construction requires leveling or milling high areas. We requested additional leveling to be done and

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Little Rock, Arkansas 72206
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redstone-cg.com



our request was denied for insufficient funds (budget). !! Figure 5 shows a google picture with water splashing to the sides because of standing water in wheel path. To maintain paving rate of ACHM means some areas will get insufficient thickness and stiffness. Studies show thin overlays has a higher tendencies for slippage.

Certainly Tack Coat issues can be a cause for pavement slippage, and in majority of situations it is. We contend that other issues can contribute to slippage as studies show. The existing road had many issues that a reasonable person can't ignore.

1. Wheel path rutting
2. AHTD materials division investigation shows other possibilities than tack as a cause of failure.
3. Location slippages coincides with previous failures and patches.
4. Insufficient leveling (14 out of 16 failures are in non-leveling locations).
5. Excessive deflection in existing pavement.
6. Material Testing of Arkansas laboratory found underlying asphalt material containing excessive amount of asphalt cement that penetrated in the new pavement. This material is extremely soft at temperatures of 150 degree Fahrenheit and moves under a minimal force.

Please feel free to contact me for any additional information or questions. We would be more than happy to come in and meet with you to answer any questions you might have.

Sincerely,

Michael Lasiter

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 18, 2013

Mr. Michael Lasiter
Redstone Construction Group, Inc.
505 West Dixon Road
Little Rock, Arkansas 72206

RE: Job 061406
State Job
Hwy. 165 – Hwy. 70 (Overlay)(S)
Hwy. 15, Section 10
Lonoke County

Dear Mr. Lasiter:

Reference is made to your letter appealing the decision of the Resident Engineer regarding failures in the asphalt pavement on this project.

After review of information associated with this issue, it has been determined that this type of asphalt slippage problem is uncommon, and is the result of a lack of bonding between the newly placed asphalt surface and the existing pavement. With this in mind, achieving proper bonding of the asphalt material is considered the Contractor's responsibility.

Based on these findings, these areas of failure should be removed and replaced at no cost to the Department. Please coordinate this corrective work with the Resident Engineer.

Sincerely,

Frank Vozel
Deputy Director and
Chief Engineer

c: Director
Assistant Chief Engineer-Operations
Construction
District 6
Resident Engineer 61

Arkansas
State Claims Commission

JUN 05 2014

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RedStone Construction Group, Inc.
505 West Dixon Road
Little Rock, Arkansas 72206
501-374-1557
WATS 1-800-264-1557
FAX 501-374-8314
redstone-cg.com



Thursday, December 12 2013

Mr. Mike Hays
AHTD
803 Eureka Garden RD.
North Little Rock, AR 72117

RE: Job 061406
"Notice of Potential Claim"
State Job Hwy. 165 – Hwy 70 (Overlay)(s)
Lonoke County

Mr. Hays,

Please consider this letter (Notice of potential claim), AHTD specification per section 105.18, by Redstone for any additional work to be performed on the above referenced project. We disagree with the AHTD decision that the pavement failures were caused by Redstone quality of material or workmanship. We believe it is due to the pre-existing conditions of the roadway.

We intend to do the work as soon as weather and working conditions permits us to do so. Please review and let me know if we need to provide any additional information to meet the requirement for making a claim. Feel free to call if you have any questions.

Sincerely,

Nader Abou-Diab,
Estimator/Project Manager
501-539-3029



ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
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P.O. Box 2261
Little Rock, Arkansas 72203-2261
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www.arkansashighways.com

December 31, 2013

Mr. Nader Abou-Diab
Redstone Construction Group, Inc.
505 West Dixon Road
Little Rock, AR 72206

Re: **Notice of Potential Claim**
Job No. 061406
State Job
Hwy. 165 - Hwy. 70 (Overlay)(S)
Route 15, Section 10
Lonoke County

Dear Mr. Abou-Diab:

The Department acknowledges receipt of your notice for potential claim. Please provide additional notice prior to mobilizing your forces to the job to complete the remedial work so that the Department can provide appropriate inspection and keep accurate account of the actual costs of the work.

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

Sincerely,

Mike Hays
Resident Engineer

c: District Engineer
Construction Engineer



Thursday, January 02, 2014

Mr. Mike Hays
AHTD
803 Eureka Garden RD.
North Little Rock, AR 72117

RE: Job 061406
"Notice of Potential Claim"
State Job Hwy. 165 – Hwy 70 (Overlay)(s)
Lonoke County

Mr. Hays,

Please consider this letter (Notice of potential claim), AHTD specification per section 105.18, by Redstone for any additional work to be performed on the above referenced project. We disagree with the AHTD decision that the pavement failures were caused by Redstone quality of material or workmanship. We believe it is due to the pre-existing conditions of the roadway.

We intend to do the work as soon as weather and working conditions permits us to do so. Please review and let me know if we need to provide any additional information to meet the requirement for making a claim. Feel free to call if you have any questions.

Sincerely,



Nader Abou-Diab,
Estimator/Project Manager
501-539-3029



Tuesday, March 11, 2014

Mr. Ralph Hall
AHTD Chief Engineer
P.O. Box 2261
Little Rock, AR 72203

RE: 061406
Failures in Asphalt Pavement
New Findings
HWY. 165-HWY.70 (overlay)S

Mr. Hall,

The intent of this letter is to make the Department aware of "New" findings regarding the above described project; and to request the AHTD to review the decision by Mike Hayes (RE 61) and Frank Vozel's subsequent denial of payment to Redstone. The NEW findings indicate the failure was a result lack of bonding due to previously placed asphalt mixes of unknown type and not the result of work performed by Redstone.

Mr Vozel's December 18th letter stated it was the position of the AHTD the "achieving proper bonding of the Asphalt material is considered the contractors responsibility". Although we understand the Departments position the findings of fact represent a cause that is clearly out of Redstone's control and the lack of bond was outside the scope and control of Redstone.

Findings are as follows:

This project consisted essentially of asphalt leveling, tack coat, 2" asphalt to existing Hwy 15 in Lonoke County; there was no "repair of pavement in the contract". Prior to the completion of the project small area(s) began to fail due to a cause that is currently in dispute between Redstone and the AHTD.

We have repaired the failed areas through milling and patching according to AHTD specifications. During the repair process we discovered new findings as to the cause of the failures. The existing pavement under the failures was degraded. This existing material was a very fine and extremely brittle possibly a "sand mix or chip seal material" installed in multiple thin lifts possibly over time (see attached pictures). There is also a substantial amount of "cracking" with significant moisture present indicating sub-grade failure in areas. The degraded pavement was not adequate to support the new 2 inch overlay indicating the vibration from rollers/traffic in combination with the heat on the degraded brittle material failed. We consulted with experts in the field and their conclusion based on the findings was the de-bonding occurred



due to the condition of the existing pavement surface and not the overlay material installed by Redstone was the cause of the slippage.

The above findings are substantiated due to the extent of the repairs required to create an adequate bond between the new and existing pavement as well as remove the brittle degraded material to something solid. During the repair process Mark Tricky (Assistant R.E) discovered the existing pavement under the new overlay was unsuitable and instructed Redstone to remove this material and install new asphalt; this material was "below" the "2" overlay installed by Redstone. In some areas we were instructed to remove in excess of 2-1/2" of the existing pavement (below Redstone Work). In short we were instructed to remove and replace material "below" and "outside" of our contract limits. We feel had the Department known of this pavement condition prior to construction these the failures would have been either repaired by AHTD forces or added as a change order to our contract. We were also instructed to fill the wheel ruts in a separate operation due to the existing material installed previously was slipping from the original roadway; again the material under our work that has slipped was "not" installed by Redstone thus causing de-bonding.

I have attached sample pictures of the findings as well as a power point slides with a video, that is a must see, to visualize what happened to the failures.

We feel we should be fully compensated for the repair work we performed. Please feel free to contact me for any additional information or questions. We would be more than happy to come in and meet with you to answer any questions you might have.

In closing the Department indicated the bonding of the new pavement was the responsibility of the contractor and we feel we have shown the "lack of bond" was created by pre-existing pavement surfaces and could not be considered the "contractors responsibility"

Sincerely,

Michael Lasiter

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

May 1, 2014

Mr. Michael Lasiter
Redstone Construction Group, Inc.
505 West Dixon Road
Little Rock, Arkansas 72206

RE: Job 061406
FAP No.: State Job
Hwy. 165 - Hwy. 70 (Overlay)(S)
Hwy. 15, Section 10
Lonoke County

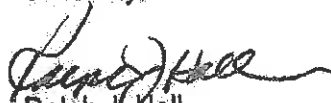
Dear Mr. Lasiter:

Reference is made to your recent letter stating that new findings had been discovered during the removal and replacement of the asphalt surface in the slippage areas on this project.

The Department has reviewed your pictures and video of these areas. You stated the slippage failures occurred in underlying layers of asphalt mix that had degraded and became evident only after the overlay was completed. Four repair areas were milled to a depth greater than 2 inches, and the additional asphalt material below the 2 inches was paid to Redstone in a recent estimate. The pavement condition in these areas could support your claim that slippage failures occurred in the underlying material. Therefore, in an effort to compromise, the Department will pay for cold milling and the top 2 inches of the asphalt material in these four areas.

However, the Department still maintains the cause of slippage cracks in the remaining repair areas were due to a lack of bond between the asphalt overlay and the existing asphalt surface. This lack of bond is attributable to a failure in the tack material or tacking process that is the responsibility of the Contractor.

Sincerely,


Ralph J. Hall
Deputy Director and
Chief Engineer

c: Director
Assistant Chief Engineer-Operations
Construction Engineer
District 6 Engineer
Resident Engineer 61

Arkansas
State Claims Commission

JUN 05 2014

RECEIVED



ARKANSAS STATE CLAIMS COMMISSION

REDSTONE CONSTRUCTION GROUP, INC.

CLAIMANT

VS

CLAIM NO. 14-0917-CC

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

RESPONDENT

FINDINGS OF FACT

Come Now, the Claimant, Redstone Construction Group, Inc. ("Redstone"), by and through its counsel Newland & Associates, PLLC, and the Respondent, Arkansas State Highway and Transportation Department ("AHTD" or "Department"), by and through its counsel, Mark Umeda, and for their jointly submitted Findings of Fact:

1. This claim was brought by Redstone Construction Group, Inc. ("Redstone") against the Arkansas State Highway and Transportation Department ("AHTD" or "Department") in the amount of \$47,455.72 for breach of contract, unjust enrichment, and quantum meruit.
2. Present at the hearing on April 9, 2015, was the Claimant, represented by Ashley D. Peoples, and the Respondent, represented by Mark Umeda.
3. Under the Contract, Redstone was to complete an asphalt overlay in Lonoke County, Arkansas. During the work, the new asphalt failed at several locations. AHTD required Redstone to correct these failures at no cost to the Department. The cause of the failures are the subject of this Claim. AHTD believes the failures were due to a lack of bond caused by poor application of tack coat completed by Redstone. Tack coat is a tar like substance that is applied by the contractor to help bond the old asphalt bond to the new asphalt. Redstone contends that the failures were due to the failure of the prior repairs made to the same areas prior to Redstone's work beginning on the Project.

4. The Claims Commission unanimously awards the claim in the amount of \$37,500.00 after presentation of a "negotiated agreement" by the parties and a recommendation of payment by the Respondent.

IT IS SO ORDERED this ____ day of _____, 2015.

Arkansas State Claims Commission

Jointly Prepared by:

/s/ Ashley D. Peoples

Ashley D. Peoples, Arkansas Bar No. 2008171
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2228 Cottondale Lane, Suite 200
Little Rock, AR 72202
(501) 221-9393 telephone
(501) 221-7058 facsimile
apeoples@newlandassociatespllc.com

AND

/s/ Mark Umeda

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this 1st day of March, 2015, by and among Redstone Construction Group, Inc. ("Redstone") and Arkansas State Highway and Transportation Department ("AHTD").

WHEREAS, Redstone performed work for a certain highway project known as the State Job Hwy 1105-Hwy 70 (overlay) Project (the "Project");

WHEREAS, an action is currently pending before the Arkansas State Claims Commission, *Redstone Construction Group, Inc. v. Arkansas State Highway and Transportation Department*, Claim No. 14-0917-CC (hereinafter referred to as the "Claim");

WHEREAS, in order to settle the dispute between Redstone and AHTD concerning the Project and the Claim, the parties have agreed to the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Payment and Release. Subject to the terms of this Agreement and the full performance of the obligations hereunder, Redstone agrees to release all claims that now exist or may hereafter accrue against AHTD arising from the facts, circumstances, and allegations concerning the above-referenced Claim. Subject to the terms of this Agreement and the full performance of the obligations hereunder, AHTD agrees to release all claims that now exist or may hereafter accrue against Redstone arising from the facts, circumstances, and allegations concerning the above-referenced Claim, if any. Specifically, in full compromise, settlement, and satisfaction of and as sole consideration for the final release and discharge of all actions, rights, causes of action, claims, and demands whatsoever that now exist or may hereafter accrue

against AHTD in connection with the subject matter contained herein, AHTD agrees to settle this matter by paying Redstone a total of \$37,500.00 that is to be paid to Redstone in one lump-sum payment. Upon receipt of the payment totaling \$37,500.00, Redstone agrees to dismiss the Claim with prejudice.

2. Compromise and Disclaimer. It is understood and agreed that the payments, covenants, and considerations exchanged hereunder are not to be construed as an admission of liability on the part of any party hereby released, and that said Agreement is intended to avoid litigation.

3. Miscellaneous.

a. Entire Agreement. This Agreement is the complete and final representation of the understanding of the parties and contains the entire understanding of the parties with respect to the subject matter contained herein.

b. Binding Effect. This Agreement and the right of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. Opportunity to Review. The parties acknowledge that they have fully informed themselves of the terms, contents, conditions, and effects of the Agreement and that each has had the opportunity to consult counsel.

d. Number and Gender, Headings and Captions. Within this Agreement, the singular shall include the plural and the plural shall include the singular, and any gender shall include the other gender, all as the meaning in the context of this Agreement shall require. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

e. Waiver. No failure or delay by either party to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Agreement, unless expressly waived by an agreement in writing.

f. Modification. No term or provision contained herein may be modified, amended, or waived except by written agreement or consent signed by the party to be bound thereby.

g. Choice of Law: Jurisdiction, and Venue. Any dispute or controversy between the parties arising out of or otherwise relating to this Agreement shall be held in Pulaski County, Arkansas. Should a dispute or controversy be brought relating to this Agreement, it is agreed that the party who prevails shall be entitled to recover its attorneys' fees.

h. Severability. If any court reviewing this Agreement shall find any provision void or unenforceable, such provision shall be deemed severable and the remaining parts and provisions of this Agreement shall remain in full force and effect.

i. Agreement to Take Further Action. Parties agree to take reasonable steps and further actions necessary to effectuate the terms of this Agreement.

j. Counterparts Allowed. This Agreement, and all documents or writings referred to herein, may be signed in counterparts, and when taken together, shall constitute a binding and enforceable agreement in accordance with its terms and conditions. Faxed and/or electronically mailed signatures are effective as originals.

EXECUTED this 19th day of March, 2015.

REDSTONE CONSTRUCTION GROUP, INC.

By: [Signature] _____ CEO _____
Signature Title

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

By: [Signature]
Signature

[Signature]
Title

STATE CLAIMS COMMISSION DOCKET
OPINION

Amount of Claim \$ 47,455.72

Claim No. 14-0917-CC

Redstone Construction Group, Inc.

Claimant

vs.

Attorneys

Joel Hoover & Ashley Peoples of
Newland & Associates, PLLC. Claimant

AR Highway & Transportation Dept.

Respondent

Mark Umeda, Attorney

Respondent

State of Arkansas

Date Filed December 13, 2011

Type of Claim Breach of Contract

FINDING OF FACTS

This claim was filed for breach of contract in the amount of \$47,455.72 against Arkansas Highway & Transportation Department.

A "Negotiated Settlement Agreement" signed by the claim parties were submitted to the Claims Commission by the Respondent, along with the Respondent's recommendation of payment in the amount of \$37,500 in full payment of this claim, in a letter or Answer received on March 26, 2015

The Claims Commission hereby unanimously **allows this "Negotiated Settlement Agreement" by the parties in the amount of \$37,500.00 and will include the claim in a claims bill to the 91st Arkansas General Assembly, Fiscal Session 2016, 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 allows this claim in the amount of \$37,500 **and will include the claim in a claims bill to be submitted to the 91st General Assembly, Fiscal Session 2016, for subsequent approval and payment.**

April 9, 2015

Date of Hearing

April 9, 2015

Date of Disposition

H. Moore
Chairman
Richard B. May
Commissioner
John English
Commissioner

**Appeal of any final Claims Commission decision is only to the Arkansas General Assembly as provided by Act #33 of 1997 and as found in Arkansas Code Annotated §19-10-211.

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