

MOBILE COUNTY PUBLIC WORKS

CONTRACT DOCUMENTS AND SPECIFICATIONS



FOR REFERENCE ONLY

PROJECT: BRANNON ROAD

RESURFACING

PROJECT NO: MCR-2016-012

NOT FOR BIDDING

CONTRACTORS MUST PURCHASE

PLANS FROM AND REGISTER

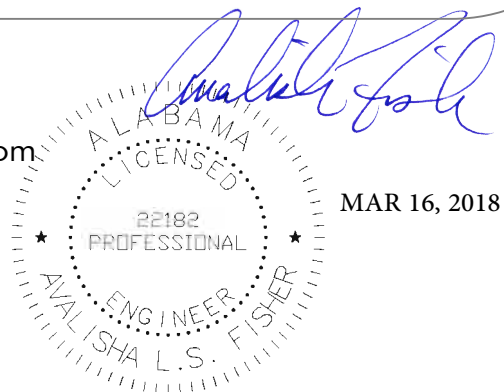
WITH THE ENGINEER TO BE

Driven Engineering, Inc.

ELIGIBLE TO BID

Unique in purpose, vision, & environment

8005 Morris Hill Road
Semmes, AL 36575
(251) 649-4011
(251) 645-0971 (Fax)
www.drivenengineering.com



MAR 16, 2018

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ITEM I

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the County Commission of Mobile County, Alabama, in the Mobile Government Plaza, Eighth Floor South Tower, Mobile, Alabama, until **10:00 A.M. on APRIL 11, 2018**, and then publicly opened for furnishing all labor and materials, and performing all work required by Mobile County and described as follows:

Project: BRANNON ROAD - RESURFACING
Project No.: MCR-2016-012

NINETY (90) working days are allowed for the construction of the project.

All bids must be on blank forms provided in the specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a bidder's bond, payable to Mobile County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars (\$10,000.00), shall be filed with the bid, as a bid guaranty. The bidder's bond shall be prepared on the form specified and issued by a surety company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than the contract price, insuring payment for all labor and materials, shall also be required at the signing of the contract. In addition, the contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and may be viewed in the Mobile County, Alabama, Engineering Department, or in the office of **DRIVEN ENGINEERING, INC., 8005 MORRIS HILL ROAD, SEMMES, ALABAMA 36575**. Specifications may be obtained by prime contractor bidders by depositing **ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00)** with the Project Engineer for each set. This deposit shall be refunded in full upon return of the documents in reusable condition within ten (10) days after bid opening. The cost of and return of additional sets of specifications shall be in accord with Section 39-2-3(b), Code of Alabama (1975). No Specifications will be issued later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A pre-bid conference will be held on **APRIL 4, 2018 at 10:30 A.M.**, in the Mobile County, Alabama Engineering Department, Mobile Government Plaza, Sixth Floor South Tower, Mobile, Alabama. All prospective bidders should have a representative present at the pre-bid conference.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama,

is properly licensed and qualified to perform the work described herein in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current certificate to engage in general contracting in the State of Alabama, issued by the State of Alabama Licensing Board for General Contractors, Montgomery, Alabama, as required by Section 34-8-2, Code of Alabama (1975). Any contractor that desires to bid as a prime contractor must have at least one of the following major classifications of license per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code:

- b.) Highways and Streets
- c.) Municipal and Utility
- d.) Heavy and Railroad Construction

Out of state corporations shall furnish a certificate of authority to transact business in Alabama. Out of state limited liability companies shall provide proof of registration to transact business in this state.

Prior to the award of a competitively bid contract to a contractor having one or more employees in the State of Alabama, Alabama law requires that the contractor provide the County proof of enrollment in E-Verify (see www.uscis.gov/everify).

If applicable to a contract resulting from this bid invitation, the successful bidder must comply with the Mobile County Contractor Felony Investigation Policy, available in the Engineering Department, or online at www.mobilecountypublicworks.net

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Mobile County, Alabama. A tabulation of the bids will be available for public viewing within two (2) weeks of the award of the bid by visiting the following web address: www.mobilecountypublicworks.net.

COUNTY COMMISSION OF
MOBILE COUNTY, ALABAMA

BY: CONNIE HUDSON, PRESIDENT

PUBLISH MOBILE REGISTER:

FOLLOWING DATES:

MARCH 16, MARCH 21 AND MARCH 28, 2018

Charge to Mobile County Commission

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATIONS OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY MOBILE COUNTY, ALABAMA:

The County Commission of Mobile County, Alabama, will not furnish any labor, material, or supplies unless specifically provided in the Contract.

3. SIGNATURE TO BIDS:

Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the County Commission of Mobile County, Mobile County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. BIDS FOR ALL OR PART:

Each project will be bid separately unless otherwise expressly requested in the Proposal. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none bid or on all or none basis, will not be accepted unless the Proposal expressly requests or permits same.

5. ALTERNATE BIDS:

Alternate bids will not be considered unless called for.

6. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract.

Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement of invitation.

7. CORRECTIONS:

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

8. OWNER:

Where the word "Owner" appears herein, the same refers to Mobile County, Alabama, and includes the County Commission of Mobile County, its governing body.

9. GUARANTY AND INSURANCE:

Security is required to insure the execution of Contract and bond for performance of the services, and no bid will be considered unless it is so guaranteed. The bidder must furnish with his bid a guaranty bond or cashier's check drawn on an Alabama bank in the amount of 5% of his bid price, payable to Mobile County, Alabama. Cashier's check or bid bonds, will, at the option of the Owner, be paid into the funds of Mobile County, Alabama, as liquidated damages upon failure of the successful bidder to execute the written contract and furnish the performance bond, labor and materials bond, and insurance coverages as hereinafter required, within ten consecutive calendar days following written notice of the award of the Contract.

10. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any bid or contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and amounts of required bonds and insurance policies.

11. MARKING AND MAILING BIDS:

Bids, with their guarantee, must be securely sealed in suitable envelopes, addressed and marked on the outside "County Commission of Mobile County, Bids for Brannon Road Resurfacing, MCR-2016-012, to be opened April 11, 2018 at 10:00 AM." (List Project Number and Names on envelope.)

12. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to Mobile County or the County Commission for the premature opening of a bid not properly addressed or identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

13. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

15. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The County Commission of Mobile County reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

17. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

18. CONTRACT AND BOND:

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 10 days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations. The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the County, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 30 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the County for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Engineer, as in the case of an employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Engineer definite notice of his intention to start work at least 72 hours in advance of beginning work and at least 24 hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should prosecution of the work be discontinued by the Contractor with the consent of the Engineer, the Contractor shall give the Engineer at least 48 hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will require that additional forces and equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work at satisfactory level, the Engineer may withhold all estimates which are or may become due until satisfactory quality and progress are maintained; or the contract may be annulled

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ITEM III
PROPOSAL

Date: _____

Proposal of _____

Alabama License No. _____ of _____

for the performance of all work and the furnishing of all labor and materials required by the Contract terms, Specifications, and special provisions, for the public project designated as Project # MCR-2016-012.

The Specifications are attached hereto and specified and made a part hereof.

TO: The County Commission of Mobile County, Mobile, Alabama

Dear Sirs:

The following proposal is made on behalf of _____ and no others. Evidence of _____ authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation.

_____ certify that _____ have carefully examined the plans for this project and the specifications hereto attached including the special provisions, and have also personally examined the site of work. On the basis of the specifications and plans _____ propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

_____ further agree to complete all the work in Ninety (90) working days.

_____ understand that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the price bid, subject to adjustments as specified in Section 104.

_____ further propose to perform all "Force Account or Extra Work" that may be required of _____ on the basis provided in the Specifications hereto attached, and to give such work _____ personal attention in order to see that it is economically performed.

_____ further propose to execute the attached Contract Agreement as soon as the work is awarded to _____ and to begin and complete the work within the respective time limit provided for in the Specifications and Notice to Contractors hereto attached.

_____ also propose to furnish a Contract Performance Bond, approved by the Owner in an amount equal to the total amount of the bid. This bond shall serve not only to guarantee the completion of the work on _____ part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

_____ enclose a cashier's check for _____ Dollars \$ _____ or bid bond in the form specified for five (5%) percent of _____ bid (not to exceed ten thousand dollars (\$10,000.00) as a bid guaranty and hereby agree that in case of _____ failure to execute a Contract and furnish Bond within 10 days after notice of award, the awarding authority shall retain from the proposed guaranty if it be a cashier's check, or recover from the principal or the sureties if the guaranty be a bid bond, the difference between the amount of the contract as awarded and the amount of the proposal of the next lowest bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained or recovered as liquidated damages for such default. It is understood that in case the work is not awarded to _____ the check will be returned as provided in the Specifications hereto attached.

Signature of Bidder (If Firm or Individual) _____

By: _____

Address of Bidder _____

Name and Address of Member of Firm _____

Signature of Bidder (Corporation) _____

_____ Business Address _____

President

_____ Business Address _____

Secy. & Treas.

Attest: _____ Incorporated in _____

State

(Corporate Seal)

PROJECT NO. MCR-2016-012

The following items shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction*, Current, Non-metric Edition, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.

PROJECT: MCR-2016-012

DESCRIPTION: Brannon Road Resurfacing

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PROJECT TOTAL	ITEM NUMBER	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	201-C001	LS	CLEARING (APPROX. 3.5 ACRES)		
200	206-C001	SY	REMOVING CONCRETE		
50	209-A000	EA	MAILBOX RESET		
200	210-A000	CY	UNCLASSIFIED EXCAVATION		
940	210-D000	CY (TBM)	BORROW EXCAVATION		
254	212-A000	STA	MACHINE GRADING SHOULDERS		
8478	405-A000	GAL	TACK COAT		
2700	408-A051	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.0" THRU 1.0" THICK)		
1	410-H000	EA	MATERIAL REMIXING DEVICE		
3300	424-A340	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (150#/SY)		
60	424-A345	TON	SUPERPAVE BITUMINOUS CONCRETE, PATCHING 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B		
5300	424-A346	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (80 LB/SY - 440 LB/SY)		
200	430-B003	TON	AGGREGATE SURFACING		
1	600-A000	LS	MOBILIZATION		
140	618-B000	SY	CONCRETE DRIVEWAYS, 6" THICK		
24	623-B000	LF	CONCRETE CURB TYPE RAVEL		
1680	650-A000	CYIP	TOPSOIL, 4" COMPACTED THICKNESS (LOOSE TRUCKBED MEASUREMENT)		
2.6	652-A100	AC	SEEDING		
2.6	652-C000	AC	MOWING		
7620	654-A000	SY	SOLID SODDING (BERMUDA)		
2.6	656-A000	AC	MULCHING		
2.6	665-A000	AC	TEMPORARY SEEDING		
2.6	665-B001	AC	TEMPORARY MULCHING		
600	665-J000	LF	SILT FENCE		
600	665-O001	LF	SILT FENCE REMOVAL		
600	665-Q002	LF	WATTLE		
1	680-A000	LS	GEOMETRIC CONTROLS		
1	698-A001	LS	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$38,500)		
4.8	701-A228	MILES	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		
2.3	701-A232	MILES	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		
0.8	701-A245	MILES	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		
28.8	701-C003	MILES	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)		

PROJECT TOTAL	ITEM NUMBER	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
48	703-A002	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A		
96	703-D002	SF	TEMPORARY TRAFFIC CONTROL MARKINGS (PAINT)		
225	705-A037	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D		
232	740-B000	SF	CONSTRUCTION SIGNS		
150	740-D000	EA	CHANNELIZING DRUMS		
150	740-E001	EA	CONES (36" HIGH)		
1	740-I002	EA	WARNING LIGHTS TYPE B		
150	740-M001	EA	BALLAST FOR CONE		
GRAND TOTAL (ALL WORK):					

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ITEM IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS.

FOR REFERENCE ONLY

That _____ of
(Name of Contractor)

NOT FOR BIDDING

(Address)
as Principal, and _____ of
(Name of Surety)

CONTRACTORS MUST PURCHASE

PLANS FROM AND REGISTER

(Address) as Surety, are held firmly

WITH THE ENGINEER TO BE

bound unto MOBILE COUNTY, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF AMOUNT BID (Maximum Amount of Bond \$10,000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

ELIGIBLE TO BID

WHEREAS, the said Principal is herewith submitting its proposal for

Brannon Road Resurfacing,
MCR-2016-012.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered

Date

Witness as to Principal:

Contracting Firm

By: _____ (SEAL)

Countersigned:

Name of Surety (SEAL)

_____ By _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V

PERFORMANCE BOND

KNOW ALL MEN: That we (Insert Contractor's Legal Title or Name), (insert Contractor address), hereinafter called the Principal, and (Insert Surety Company Name), (Insert Surety Company Address), and (Insert Surety Company Name),(Insert Surety Company Address), and (Insert Surety Company Name),(Insert Surety Company Address), hereinafter called the Surety or Sureties, are held and firmly bound unto Mobile County, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner in the sum of _____ dollars and _____ cents (\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a contract with the Owner for: Brannon Road Resurfacing, MCR-2016-012 which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Signed and Sealed this _____ day of _____, 2018.

In the presence of:

(Insert Contractor's Legal Title or Name)

_____(SEAL)
(Corporate Principal Sign Here)

Attest:

(Insert Surety Company Name)

By: _____
(Surety Sign Here)

Witness:

(printed name of signatory)

By: _____

Countersigned:

ITEM VI

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we (Insert Contractor's Legal Title or Name) as Principal, and (Insert Surety Company Name) as Surety, are held and firmly bound unto said Mobile County, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of _____ dollars and _____ cents (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____, 2018. (Hereinafter called the Contract) Brannon Road Resurfacing, MCR-2016-012, which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the President of the County Commission of Mobile County, Mobile County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2018.

In the Presence Of:

(Insert Contractor's Legal Title or Name)

(Corporate Principal Sign Here) (SEAL)

Attest:

(Print name)

(Insert Surety Company Name)

By: _____ (SEAL)
(Surety Sign Here)

Witness:

(Printed name of signatory)

Countersigned:

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.

ITEM VII

INSURANCE REQUIREMENTS

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of Mobile County, Alabama (CCMC) at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for “large projects” are for those projects whose bid is greater than or equal to \$250,000. The requirements shown for “small projects” are for those with bids less than \$250,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to the CCMC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCMC for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the CCMC.

(a) Worker’s Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$1,000,000	\$500,000
Each Employee	\$1,000,000	\$500,000
Policy Limit	\$1,000,000	\$500,000

- i. U. S. Longshoremen & Harborworkers’ Act (USL&H) – Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) – Endorsement required if contract involves the use of a Vessel. Or include coverage for “Master or Members or Crew” under “Protection and Indemnity” coverage.

	<u>Large Projects</u>	<u>Small Projects</u>
Bodily Injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$1,000,000	\$500,000
Personal and Advertising Injury	\$1,000,000	\$500,000
Products/completed Operation Aggregate	\$2,000,000	\$500,000
General Aggregate	\$2,000,000	\$500,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
 - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
 - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

- The contractor shall name the CCMC, its employees and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

- Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CCMC, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident for **large** projects and \$500,000 for **small** projects. The policy shall name CCMC as an Additional Insured.

(d) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCMC.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CCMC PRIOR to commencement of any work on the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCMC.

ITEM VIII

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this _____ day of _____, 2018 by the County Commission of Mobile County, Mobile, Alabama, on behalf of Mobile County, Alabama, hereinafter called the Owner, Party of the First Part, and (Insert Contractor's Legal Title or Name), a corporation organized and existing under the laws of the State of Alabama, of the County of Mobile, in the State of Alabama, hereinafter called the Contractor, Party of the Second Part,

WITNESSETH: That the parties hereto do mutually agree as follows:

The Contractor shall furnish the materials and perform the work for the construction of:

Brannon Road Resurfacing, MCR-2016-012 and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Proposal (estimated to total _____ Dollars and _____ cents (\$ _____) for the various items of work and in strict and entire conformity with the provisions of the Contract, and the Advertisement and Proposal, and the Plans and Specifications (including Special Provisions, if any) prepared (or approved) and submitted by the Owner, copies of which are hereto attached, and which said Plans and Specifications and the Advertisement and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement.

The work shall be commenced within fifteen (15) days of the date specified in a work order to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within Ninety (90) working days from and after the commencement date stipulated in said Work Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Owner, as liquidated damages, the amount specified in Section 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, for each working day beyond the required date of completion.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ

an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Source of Sufficient Funds

- County Funds
- Grant Funds
- Other Funds _____

Availability of Funds

- Above funds are held by Mobile County at contract execution
- Above funds will become available following contract execution

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE MOBILE COUNTY COMMISSION OF
MOBILE COUNTY, ALABAMA

ATTEST:

By: _____

(Official Title)

Two Witnesses:

(Insert Contractor's Legal Title or Name)
(Contractor)

BY _____
(Official Title)

(INSERT CONTRACTOR ADDRESS)
(Business Address)

I, _____, certify that I am the _____ of the Corporation named as Contractor herein, that _____ who signed this Contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

(Corporate Seal)

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that

_____, whose name as _____ of

(Insert Contractor's Legal Title or Name), a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the _____ day of _____, 2018.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that CONNIE HUDSON and JOHN F. PAFENBACH, whose names as President and Administrator, respectively, of the MOBILE COUNTY COMMISSION of MOBILE COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 2018.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

ITEM IX

GENERAL CONDITIONS

1. SPECIFICATIONS CONCERNING CONSTRUCTION

This project shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current non-metric edition, and any Supplemental Specifications and Special Provisions included herein.

2. TERMINATION FOR FAILURE OF PERFORMANCE

In the event of failure by the Contractor to perform any and all of the Contractor's obligations in a prompt and efficient manner satisfactory to the County, the County will have the right to summarily terminate this agreement. This includes all projects covered hereby. The Contractor will be given written notice of such termination, after which the County may employ contracting services of its choice to complete the project or projects under this agreement. The Contractor and its Sureties will reimburse the County any additional costs that may result from such termination and employment of other contracting services.

3. COUNTY'S RIGHT TO PERFORM WORK

It is understood that the County may delete any of the items listed in the project's Proposal (Section III) and the Contractor agrees to construct the remaining items at the bid price for each item.

4. PROJECT SIGNS

Mobile County shall construct and install standard project identification signs at locations within the project limits.

5. THIRD PARTY BENEFICIARY

The parties agree that in consideration of the mutual covenant set out herein, the Contractor, its subcontractors, servants, agents or employees, or any other entities consulted or hired or used by the Contractor on this Mobile County Road/Bridge Project will comply in every respect with the specifications provided by the Design Consultant to the County for all the work, labor, supplies, and materials provided by the Contractor, subcontractor, servants, agents or employees, or any other entities consulted or hired or used by the Contractor in any way with the location and/or relocation of water lines, and appurtenances operated or maintained by any "Water Authority" affected by said project as identified on the Construction Plans (hereinafter "Water Authority"), and it is further agreed that the "Water Authority" is specifically recognized as a third party beneficiary for all provisions of the Contract which pertain to the location and/or relocation of water lines and appurtenances (it being that the "Water Authority" be specifically a recognized third party beneficiary for only those portions of the contract specified herein) and, as such, this agreement will

reserve to the "Water Authority", the right to seek in a direct action any and all remedies available to it in law or in equity, or otherwise including but not limited to expressed and implied warranties, as a result of the Contractor's performance, its subcontractors', and its servants', agents', or employees performance or the performance of any other entities, consulted, hired or used by the Contractor on this Mobile County Road / Bridge Project for any work, labor or materials provided under this contract which are not in compliance with the design specifications provided by the Design Consultant selected for this project. Nothing contained in this provision shall be deemed to release or preclude Mobile County or any other third party beneficiary from asserting any claims or causes of action which they may have, independently from the "Water Authority". The parties agree by the execution of this contract that they have accepted all of the terms and conditions included herein. This provision shall be construed independently from any other clause in the contract, and if a Court of competent jurisdiction finds that any part of the contract is invalid, said finding, shall not affect the validity of this provision. The parties also agree that the "Water Authority" shall have a direct cause of action against any applicable bonds of the Contractor, subcontractor, servants, agents or employees or any other entities consulted, hired or used by the Contractor in any way, and all parties shall put any bonding entity on notice of this provision and the right of the "Water Authority" to make such a claim.

ITEM X
SPECIAL PROVISIONS

This section intentionally left blank.

ITEM XI
MOBILE COUNTY
SUPPLEMENTAL SPECIFICATIONS

- 101-18 - DEFINITION OF TERMS (4/1/18)
- 102-18 PROPOSAL REQUIREMENTS AND CONDITIONS (4/1/18)
- 105-18 - CONTROL OF WORK (4/1/18)
- 107-18 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC (4/1/18)
- 108-18 - PROSECUTION AND PROGRESS (4/1/18)
- 109-18 - MEASUREMENT AND PAYMENT (4/1/18)
- 110-18 - CLAIMS (4/1/18)
- 111-18 DISADVANTAGED BUSINESS ENTERPRISE (DBE) (4/1/18)
- 210-18 - EXCAVATION AND EMBANKMENT (4/1/18)
- 214-18 - STRUCTURE EXCAVATION AND BACKFILL FOR DRAINAGE STRUCTURES AND MINOR STRUCTURES
(4/1/18)
- 230-18 - ROADBED PROCESSING (4/1/18)
- 410-18 - BITUMINOUS PLANT MIX PAVEMENTS (4/1/18)
- 524-18 - REINFORCED CONCRETE BOX CULVERTS (4/1/18)
- 530-18 - ROADWAY PIPE CULVERTS (4/1/18)
- 533-18 - STORM SEWER PIPE (4/1/18)
- 535-18 - SIDE DRAIN PIPE (4/1/18)
- 606-18 - PIPE UNDERDRAIN (4/1/18)
- 614-18 - SLOPE PAVING (4/1/18)
- 619-18 - PIPE CULVERT END TREATMENTS (4/1/18)
- 620-18 - MINOR STRUCTURE CONCRETE (4/1/18)
- 621-18 - INLETS, JUNCTION BOXES, MANHOLES, AND MISCELLANEOUS DRAINAGE STRUCTURES (4/1/18)
- 650-18 - TOPSOIL (4/1/18)
- 652-18 - GROUND PREPARATION, VEGETATION ESTABLISHMENT AND MOWING (4/1/18)
- 665-18 - TEMPORARY SOIL EROSION AND SEDIMENT CONTROL (4/1/18)
- 701-18 - TRAFFIC STRIPE (4/1/18)
- 860-18 - ROADSIDE IMPROVEMENT MATERIALS (4/1/18)
- 1001-18 - INSTALLATION OF PIPE SUPPLIED BY OTHERS (4/1/18)
- 1002-18 - ASPHALT DRIVEWAYS (4/1/18)

Supplemental Specification No. 101-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Definition of Terms

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Amend the following terms to read as shown:

Area:	Mobile County
Department:	The Mobile County Engineering Department as appointed by the Mobile County Commission for administration of Public Works Projects.
Director:	The Mobile County Engineer as appointed by the Mobile County Commission.
Region:	The Mobile County Engineering Department as appointed by the Mobile County Commission.
Region Engineer:	The Mobile County Engineer as appointed by the Mobile County Commission.
Engineer:	The Mobile County Engineer; acting directly or through the Project Engineer as his representative who is responsible for engineering supervision of the construction.
State:	Mobile County, the party of the first part to the Contract, acting by and through the County Engineer.

Supplemental Specification No. 102-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Control of Work

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.06 Preparation of Proposal.

(a) Proposal Form.

Add the following as Item 3. at the end of the numbered section:

On the blank forms provided in the specifications, received from the project engineer, as part of the contract package, in its entirety.

Supplemental Specification No. 105-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Control of Work

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 105 CONTROL OF WORK

105.08 Construction Stakes, Lines and Grades.

(b) For Projects Not Containing Item 680-A, Geometric Controls, the Following Shall Apply:

1. Determination of Lines and Grades.

Delete the second paragraph and replace with the following:

Prior to construction, the engineer shall provide horizontal and vertical controls at centerline intervals of 50 feet or less through horizontal curves and intervals of 100 feet or less through tangent sections. The engineer shall also provide a cut sheet to the contractor.

105.13 Maintenance of the Work.

(a) General.

Add the following to the end of the first sentence in the first paragraph:

and shall maintain it in that condition for thirty (30) days after the final construction inspection.

Supplemental Specification No. 107-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Legal Relations and Responsibility to Public

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.17 Contractor's Responsibility for Work.

Add the following to the end of the first paragraph:

This does not include theft. The Contractor is responsible for protecting their work from theft, and will be responsible for repairing any damages caused by theft.

Supplemental Specification No. 108-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Prosecution and Progress

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(b) Soil Erosion and Stormwater Management.

1. Compliance and Progress.

Delete the first sentence of the first paragraph and replace with the following:

If the Contractor fails to comply with the requirements given in the Erosion and Sediment Control Plan (ESCP) or the directions of the Engineer, the Engineer may order the Contractor to discontinue all operations except the work involved in erosion control until the requirements are met.

3. Contractor's Stormwater Management Plan.

Delete this subarticle.

4. Fuel Tanks.

Delete this subarticle.

6. Qualified Credentialed Professionals.

Delete this subarticle.

7. Qualified Credentialed Inspectors.

Delete this subarticle.

8. Erosion and Sediment Control Crew.

Delete this subarticle.

9. Stormwater Meeting.

Delete this subarticle and replace with the following:

A Stormwater meeting shall take place after the preconstruction conference and prior to the beginning of work. This meeting shall take place at the project site. Attendees should include department construction personnel, the Contractor's superintendent and any subcontractors that will be involved in clearing, earthwork, seeding or erosion and sediment control operations. The ESCP, clearing limits and sequence of construction shall be among items discussed. Project discharge points, adjacent property and water bodies should be observed and discussed during this meeting. Any existing stormwater problems or issues should be discussed and documented.

10. Limit of Exposure Of Erodible Material.

Delete this subarticle.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

1. Contracts on a Work Day Basis.

Delete the last paragraph of the sub-section and add the following:

The monthly time statement shall be submitted to the Contractor with the monthly estimate. Upon receiving the monthly time statement, the Contractor shall review the statement and compare the time charges with his records. The Contractor shall sign the monthly time statement if he is in agreement with the days charged for the period indicated on the monthly time charge report. If the Contractor disagrees with the time charges on the monthly time statement, the Contractor shall indicate his disagreement and the reasons for the disagreement for each date in question, in writing. A current copy of the bar graph schedule of operations shall be submitted with the written statement of disagreement.

The Contractor's signed monthly time statement or the unsigned monthly time statement with the written protest and schedule of operations shall be included with the Contractor's monthly estimate. The Contractor's monthly estimate will not be processed without the above documentation.

108.11 Schedule of Liquidated Damages.

Delete the Liquidated Damages table and add the following:

Original Contract Amount		Liquidated Damages Daily Change	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 120	\$ 200
100,000	200,000	180	300
200,000	500,000	300	500
500,000	1,000,000	480	800
1,000,000	2,000,000	660	1,100
2,000,000	5,000,000	840	1,400
5,000,000	10,000,000	1,020	1,700
10,000,000	- - - - -	1,200	2,000

Supplemental Specification No. 109-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Bituminous Materials Price Adjustment and Retainage for Construction Monthly Pay Estimates

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 109 MEASUREMENT AND PAYMENT

109.07 Partial Payment.

Add the following to the end of this section:

In making partial payments, there shall be retained five (5) percent of the estimated amount of the work done and the value of materials stored on the site, and after fifty (50) percent completion (original contract plus supplemental agreements) has been accomplished, no further retainage will be withheld. The retainage above set out, shall be held until completion of all work, final acceptance by the Department as noted in Subarticle 105.15(c) and the final estimate paid.

109.08 Payment to Subcontractors.

Delete this subarticle.

109.12 Final Payment.

Add the following to this section:

(e) Semifinal Payment.

Wherever final payment is delayed or it appears that it may be delayed, due to conditions over which the Contractor has no control, a semifinal estimate may be prepared to make payment of that portion of the retainage that may be deemed appropriate by the Engineer in accordance with the following conditions:

1. No payment will be made until the Contractor has made application for such payment and has notified the Engineer of a waiver of all claims, except those previously filed prior to the date of such application and claims for adjustment to final quantities of Contract Items.
2. No payment will be made until proper notification of consent to release retainage has been received from the Contractor's Surety.
3. A non-resident contractor must provide a certified "statement of good standing" from the State Department of Revenue and appropriate County and/or City authority. This statement shall certify that the non-resident contractor has paid all taxes due and payable to the State of Alabama or any political subdivision thereof.
4. Retainage will not be released below \$5000 or 0.5% of the contract amount, whichever is the higher amount, without written approval of the Engineer. On projects with large

outstanding claims by the Contractor against the County, the Engineer reserves the right at his sole discretion to increase the above amount of retainage retained or to deny the release of any retainage pending final settlement.

5. The semifinal estimate retainage shall, in addition to that noted in Item 4 above, reflect liquidated damages that may be unresolved at the time of execution.
6. No payment will be made until the Contractor submits the affidavit required in Subarticle 109.12(c) above.

Supplemental Specification No. 110-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Claims

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 110 CLAIMS

Delete the section as written and add the section listed below:

110.01 General.

When filing a claim, the Contractor shall follow the procedures set forth in this Section.

110.02 Notice of Intent.

In any case where the Contractor deems that extra compensation is due him for additional cost not clearly covered in his contract and not ordered by the Project Engineer as extra work as defined herein, the Contractor shall notify the Project Engineer in writing signed by an Officer of the Company, with a copy to the County Engineer, of his intention to make claim for such extra compensation.

The written notice of intent shall be furnished to the Project Engineer prior to the time the contested work is started. Oral notification by the Contractor and confirmed in writing by the Contractor within three calendar days, will be accepted as complying with this requirement.

The written notice of intent shall set forth the reasons the Contractor believes additional compensation will be due, the nature of cost involved and insofar as possible the total amount of the claim.

The Contractor hereby agrees to waive any claim for additional compensation if notification, as provided in the foregoing, is not furnished or the Project Engineer is not provided facilities by the Contractor for keeping account of actual costs.

Such notice by the Contractor, and the fact that the Project Engineer has kept account of the cost as aforesaid, is not evidence of the validity of the claim. A separate determination of the validity of the claim will be made by the County.

110.03 Record Keeping.

After giving the Project Engineer and the County Engineer a notice of intent to file a claim, the Contractor shall keep daily records of all costs incurred for affected operations. These daily records shall identify each operation affected, the specific locations where work is affected, and the potential effect to the project's schedule. The Project Engineer will also keep records of all labor, material, and equipment applicable to affected operations. On Monday, or the first work day, of each week following the date of the notice of intent to file a claim, the Contractor shall provide Project Engineer with the daily records for the preceding week. If the Contractor's records indicate costs greater than those kept by the Project Engineer, the Project Engineer will meet with the Contractor and present its records to the Contractor at the meeting. The Contractor shall notify the Project Engineer in writing within three work days of any inaccuracies noted in, or disagreements with, the Project Engineer's records. The Project Engineer will review the matter, correct any inaccuracies he finds in his records, and notify the Contractor in writing of his decision.

Refusal or failure by the Contractor to attend the aforementioned meetings and present his records shall constitute a waiver by the Contractor of his claim.

To protect the integrity of the independent records maintained by the Project Engineer for comparison with those submitted by the contractor, the Project Engineer's records, other than those mentioned above, will not be made available to the Contractor until after the Project Engineer's receipt of the Contractor's complete records documenting the claim. The Project Engineer will retain possession of the records and provide copying facilities with the contractor reimbursing the Project Engineer for the expense of the copying. No amendment to the claim shall be made following receipt of the Project Engineer's records.

110.04 Claims Process.

(a) General.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the Project Engineer. Once the claim is received, a joint review of the claim will be made by the County Engineering Department and a written response to the Contractor will be made within 90 calendar days. If the Contractor does not agree with this decision, he may request to make a presentation to the Claims Committee. This written request submitted and signed by an Officer of the Company, along with six additional copies of the original claim, shall be made to the Project Engineer, by certified mail, within 30 calendar days from the date of the County's response. Failure to make the request within the required time period shall constitute waiver of the claim by the Contractor.

(b) Claims Committee.

The Claims Committee will be composed of three Professional Engineers employed by the County, appointed by the County Engineer. The presentation will convene at the mutual convenience of the County and the Contractor. Issues not specifically presented in the claim package acted upon by the County Engineering Department are not subject to consideration by the Claims Committee. Following the presentation, the Claims Committee will provide a written recommendation to the County Engineer. The Claims Committee's recommendation may be accepted, modified or denied by the County Engineer. If accepted, the County Engineer's decision shall be final, non-appealable, and not subject to judicial or other review except as provided in these Specifications.

If the Contractor does not accept the decision of the County Engineer, he may request to make a presentation to the Claims Appeal Board. This request shall be made in accordance with Item 110.04(c)2. below.

(c) Claims Appeal Board.

1. Composition and Appointment.

The Claims Appeal Board is a standing committee created to receive a presentation regarding a claim. The Claims Appeal Board will hear claims for additional monetary compensation, which may include a request for a time extension; however, stand-alone time extension requests will not be considered by the Board. The Board consists of three primary members who are normally appointed for two-year terms. A three-member pool of alternates will be selected from which to provide a substitute for the primary member in the event that the primary member is unable to serve at a particular time or in the event that the County Engineer declares the position vacant due to unfitness, death, illness, incapacity, conflict of interest or any other circumstance which would make service on the Board by that member impossible, difficult or nonobjective. The three primary members of the Board and three alternates are appointed in the following manner. The County Engineer appoints the primary and one alternate for one position. The Mobile County Road Builders' Association appoints the primary and one alternate for a second position. The County Engineer and the Mobile County Road Builders' Association jointly appoint the primary and one alternate for a third position. The jointly appointed primary member will be the Board Chairman. The jointly appointed alternate will be the alternate Board Chairman. At least two Board Members must be licensed Professional Engineers in the State of Alabama.

In the event that an alternate member is elevated to permanently replace a primary member of the Board, then a new alternate shall be appointed in the same manner, as was the departing alternate. Such will also be the case if an alternate position is declared vacant by the County Engineer due to death, illness, incompetence or other reasons. In the event that both the primary member and the alternate member are unable to serve or must recuse themselves due to conflict of interest, etc., on a particular claim(s) hearing, a new member of the Board will be appointed in the same manner as the primary member to sit for that particular hearing.

The County Engineer will notify the Contractor in writing of the date of the presentation and the names of the Board members. The Contractor will have ten calendar days from receipt of the letter to file with the County Engineer, by certified mail, an objection as to the composition of the Board, which specifically details the nature of the objection. The County Engineer shall have final authority in determining the composition of the Board.

Each Board member will be paid \$60 per hour for actual time spent on reviewing the plans, specifications, and claim; attending the presentation and for preparing the report to the County Engineer. This payment will cover all compensation and expenses.

2. Presentations.

The Contractor may initiate a request for a Board presentation by submission of a written notice signed by an Officer of the Company by certified mail to the County Engineer within 30 calendar days from the date of the County Engineers' decision on the recommendation of the Claims Committee. Failure to make the request within the required time period shall constitute waiver of the claim by the Contractor. The Board presentation will convene at the mutual convenience of the Board, the County, and the Contractor. Issues not specifically presented in the original claims package are waived and are not subject to consideration by the Board.

The Contractor shall pay for 50 percent of the expenses of a Board presentation. The written recommendation of the Board will be sent to the County Commission following the presentation. The Claims Appeal Board's recommendation may be accepted, modified, or denied by the County Commission. After receiving the recommendation of the Claims Appeal Board, the County Commission has 45 calendar days to report their decision to the Contractor.

The County Commission's decision in the resolution of any claims shall be final, non-appealable and not subject to judicial or other review. The decision of the County Commission is binding upon all parties including, but not limited to, contractors, subcontractors, and third party beneficiaries. After the final ruling by the County Commission on a claim, the County Engineer shall

have the Project Engineer prepare a supplemental agreement to be processed to make payment for any amount deemed payable by the County Commission.

110.05 Claim Compensation.

(a) General.

1. Compensable Items.

The liability of the County for claims will be limited to the following specifically identified compensable items:

- a. Additional job site labor expenses
- b. Additional costs for materials
- c. Additional job-site overhead
- d. An additional 10 percent of the total of Subitems a, b, and c above for home office overhead and profit
- e. Equipment costs, which shall be determined in accordance with the requirements of Item 109.04(b)4
- f. Bond costs
- g. Subcontractor costs as determined by, and limited to, those items identified as payable under Subitems a, b, c, d, e, and f above
- h. Administrative allowance, to the Prime Contractor, equal to three percent of the first \$20,000 and one percent of all over \$20,000 of the total amount for processing a claim on behalf of a subcontractor
- i. Gross receipts tax
- j. Interest that accrues after 30 calendar days from the date of the County Commission President's signature on the supplemental agreement that approves payment for a claim

2. Non-Compensable Items.

The County will have no liability for the following specifically identified non-compensable items:

- a. Profit, in excess of that provided herein
- b. Loss of anticipated profit
- c. Labor and equipment inefficiencies
- d. Home office overhead in excess of that provided herein
- e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
- f. Indirect costs or expenses of any nature
- g. Attorney fees, claims preparation expenses or costs of litigation
- h. Interest prior to the final resolution of the claim as defined in Subitem 110.05(a)1.j. above

(b) Claims For Delay.

The County will have no liability for damages due to delay, beyond those items that are specially identified as compensable under Subarticle 110.05(a) above. Equipment costs, for equipment involved in a delay claim, shall be determined in accordance with the requirements for Standby Rates as provided in Item 109.04(b)4.

The County will be liable only for those delay damages caused by or arising from acts or omissions on the part of the County, which violate legal or contractual duties owed to the Contractor by the County. Such delays may constitute a basis for a claim for delay damages and/or a request for a time extension. The Contractor assumes the risk of damages from all other causes of delay.

(c) Claims for Acceleration.

The County will have no liability for any constructive acceleration unless the County gives express written direction for the Contractor to accelerate his effort beyond that required by the original contract. Any acceleration related costs will be handled as extra work as provided in Article 104.03.

110.06 Required Claim Documentation.

All claims shall be submitted in writing signed by an Officer of the Company, and shall be sufficient in detail to enable the Project Engineer and the County Engineer to ascertain the basis and the amount of each claim. All information submitted to the County under this Article will be used solely for analyzing and/or resolving the claim. As a minimum, the following information shall be provided for all claims:

- (a) A copy of the "Written Notice of Potential Claim" filed for the specific claim by the Contractor.
- (b) The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.
- (c) A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.
- (d) The specific provisions of the Contract that support the claim, and a statement of the reasons why such provisions support the claim.
- (e) The amount of additional compensation sought and a breakdown of the amount into the categories specified as payable under Article 110.05, Claim Compensation.
- (f) The name, function, and activity of each County official, or employee, involved in, or knowledgeable about facts that give rise to such claim.
- (g) The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that give rise to such claim.
- (h) The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.
- (i) If an extension of time is also sought, the specific days for which it is sought and the basis or such request.

For delay claims, in addition to the above, a description of the operations that were delayed, the reasons for the delay and how they were delayed will be required.

110.07 Auditing of Claims.

All claims filed against the County shall be subject to audit by a Certified Public Accounting Firm employed by the County at any time following the filing of such claim. The audit may begin on ten days notice to the Contractor, Subcontractor, or Supplier. The Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the County's auditor to verify the claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery there under.

Without limiting the generality of the foregoing, and as a minimum, the auditors shall have available to them the following documents:

- (a) Daily time sheets and foreman's daily reports
- (b) Union agreements, if any
- (c) Insurance, welfare, and benefits records
- (d) Payroll register
- (e) Earnings records
- (f) Payroll tax returns
- (g) Material invoices, purchase orders, and all material and supply acquisition contracts
- (h) Material cost distribution worksheet
- (i) Equipment records (list of company equipment, rates, etc.)
- (j) Vendor rental agreements, and Subcontractor invoices
- (k) Omit
- (l) Canceled checks (payroll and vendors)
- (m) Job cost report
- (n) Job payroll ledger.
- (o) General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
- (p) Cash disbursements journal.
- (q) Financial statements for all years reflecting the operations on this project.
- (r) Income tax returns for all years reflecting the operations on this project.
- (s) Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
- (t) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- (u) All documents which reflect the Contractor's actual profit and overhead during the years this Project was being performed and for each of the five years prior to the commencement of this Project.
- (v) All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
- (w) All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
- (x) Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

Supplemental Specification No. 111-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Disadvantaged Business Enterprise (DBE)

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 111 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Delete this section.

Supplemental Specification No. 210-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Borrow Excavation

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 210 EXCAVATION AND EMBANKMENT

210.09 Method of Measurement.

(a) General.

Delete the first two (2) paragraphs and replace with the following:

Measurement for Unclassified Excavation, Channel Excavation and Muck Excavation will be either by the cubic yard of the material in its original position computed from cross sections by the average end area method or per ton as specified by the unit of measure of the pay item.

Measurement for Borrow Excavation, Borrow Excavation (Underwater Backfill) or Borrow Excavation (Underwater Embankment) will be either by the ton or by the cubic yard, loose volume of the material in the hauling vehicle at the point of use as specified by the unit measure of the pay item.

Supplemental Specification No. 214-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Payment for Structure Excavation and Foundation Backfill

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 214 STRUCTURE EXCAVATION AND BACKFILL FOR

DRAINAGE STRUCTURES AND MINOR STRUCTURES

214.03 Construction Requirements.

(a) General.

Delete the first sentence and replace with the following:

Structure Excavation shall be of the size and depth below the structure, conforming to the outline for the structure, shown on the plans or established by the Engineer.

214.04 Method of Measurement.

(a) Structure Excavation.

1. Quantity of Excavation.

Delete the subarticle and add the following:

The quantity of structure excavation will be the number of cubic yards {cubic meters}, measured in its original position below the bottom of the structure to the depth directed by the Engineer to remove unsuitable material. The width of the backfill trench for a pipe culvert shall be defined for payment as the pipe's inside diameter plus three (3) feet. The width of the backfill trench for a box culvert shall be the width of the box culvert plus four (4) feet. This will also include the foundation backfill, utilizing existing materials, needed to bring the grade back up to the bottom of the structure. Structure Excavation does not include the excavation from the ground line to the bottom of the structure, this excavation is a subsidiary obligation of the pay items under Sections 524, 530, 533, 535, 614, 619, 620, 621, 649 and 1001.

4. Depth of Excavation.

Delete the subarticle and add the following:

The depth of excavation will be as deep as required to remove unsuitable material from the bottom of the structure to reach a suitable foundation as directed by the Engineer.

(b) Foundation Backfill.

Add the following the end of the paragraph:

The width of the backfill trench for a pipe culvert shall be defined for payment as the pipe's inside diameter plus three (3) feet. The width of the backfill trench for a box culvert shall be the width of the box culvert plus four (4) feet.

214.05 Basis of Payment.

(a) Structure Excavation.

Delete the subarticle and add the following:

Payment will be made for the number of cubic yards, measured as detailed in Section 214.04.

Payment as noted above shall be payment in full for furnishing all materials, equipment, tools, labor, pumping, bailing, and draining, and all incidentals necessary to complete the work. It shall also include installation and removal of any cribs, cofferdams, shoring, sheeting, or other protection, and the satisfactory disposal of any excess or unsuitable material from the excavation, and the placement and compaction of local backfill or embankment of the material excavated and suitable for such use. Field raising or lowering of the structure for which the excavation is required and the extra work involved shall be considered incidental to the overall project.

(b) Foundation Backfill.

Delete the subarticle and add the following:

Foundation Backfill, Local, shall not be paid for separately. This work is a subsidiary obligation of Structure Excavation. Foundation Backfill, Commercial, shall require certified load tickets from an approved vendor for weight and material verification for full payment. Without proper documentation of Foundation Backfill, Commercial, visually acceptable material shall be paid for at 50% of the unit price for Foundation Backfill (Commercial).

Supplemental Specification No. 230-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Roadbed Processing

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 230 ROADBED PROCESSING

230.03 Construction Requirements.

(a) General.

Delete the subarticle and add the following:

Choice of equipment utilized to perform the work under this section shall in general be that of the contractor, provided such produces the desired results. The Engineer reserves the right to disapprove any equipment, construction method, or other operation which is detrimental to the subgrade soils and which would result in failing the improved roadbed materials. The Contractor shall be required to strictly comply with the recommendations of the Engineer and Testing Laboratory. The cost of this work shall be reflected in the appropriate pay items set forth for this project.

(b) Improved Roadbed.

1. Preparation Of Roadbed.

Delete the subarticle and add the following:

Both cuts and fills shall be graded to the elevation designated on the plans, below subgrade elevation in accordance with the requirements of section 210 and to the typical section shown on the plans or directed. No selected roadbed material shall be placed until the graded earth surface is satisfactory to grade, cross section and density. The bottom surface of the modified roadbed section shall be compacted to 100% Standard Density and proof rolled prior to placing the select granular material of the modified roadbed. The areas that fail proof rolling shall be undercut as per the directive of the Engineer. The areas of undercut shall be backfilled with a select granular material, Item 210-D, compacted to 100% Standard Density.

230.05 Basis of Payment.

(a) Unit Price Coverage.

Delete the subarticle and add the following:

Each separate layer of roadbed processed and accepted, and measured as noted above, will be paid for at the unit price bid for 100 foot roadbed stations. Said unit price bid shall be full compensation for mixing and compacting the 6 inches of existing material below the proposed base course material. This includes scarifying and windrowing as necessary to expedite drying of existing soils, mixing, remixing, watering, and re-processing as necessary to obtain and maintain the required grade, section, and density as noted in this Section. This also includes all equipment, tools, labor, and incidentals necessary to complete the work as described herein.

Supplemental Specification No. 410-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Bituminous Plant Mix Pavements

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 410 BITUMINOUS PLANT MIX PAVEMENTS

410.03 Construction Requirements.

(f) Placing the Mixture

1. Rate of Placement.

Delete the subarticle and replace with following:

The rate of plant mix to be placed will be specified by the plans; however, this rate may require correction to adjust for the compacted mix unit weight {density} as determined in the job-mix formula design as outlined in Subarticle 410.02(b). The Engineer may direct in writing that the designated weight {mass} be increased or decreased in certain areas. It shall be the Contractor's responsibility to place and spread the material uniformly to such thickness as will produce the specified average rate, separately for each layer of base, binder, and surface, and to maintain a continuing check on tonnage {mass} and yardage {area} throughout the day's operation to insure uniform specified rate.

The unit for checking the average rate shall be approximately 5000 square yards to the nearest even truck load. If the last check performed in any day or any section of roadway is between 2000 and 5000 square yards, this section shall be classified as a unit; if less than 2000 square yards, this section shall be added to the previous unit and the revised unit rechecked. When the initial day's operation is less than 2000 square yards, this initial section will be carried over to subsequent days' operations to make a unit of approximately 5000 square yards. **On Grade, Drain, Base and Pave Projects, the unit for checking the average rate shall be approximately 1000 square yards to the nearest even truckload. If the last check performed in any day or any section of roadway is between 500 and 1000 square yards, this section shall be classified as a unit; if less than 500 square yards, this section shall be added to the previous unit and the revised unit rechecked.**

In any unit checked, the average rate shall not vary from the specified rate by more than 10 pounds per square yard for layers of 225 pounds per square yard or less, and 15 pounds per square yard for layers greater than 225 pounds per square yard. **On the first applied layer of resurfacing where there is no required milling or leveling, this tolerance is increased to 15 pounds per square yard for layers of 225 pounds per square yard or less, and 25 pounds per square yard for layers greater than 225 pounds per square yard.** This tolerance is for providing leeway in equipment adjustment only. A consistent and uncorrected variation from the specified rate, even within this tolerance, will not be allowed without the Engineer's written approval. This tolerance does not apply to patching, leveling, and widening. **On Grade, Drain, Base and Pave Projects, the average spread rate shall be based off the rate shown in the plans for the pay item. Any asphalt placed within 15 pounds of the specified rate will be paid at 100 percent of the unit bid price.**

Asphalt placed greater than 15 pounds above the specified spread rate shall be paid at 50 percent of the contract unit bid price.

If the average rate of any unit is found deficient by more than 20 pounds from the specified rate, the Engineer will determine (1) whether the Contractor shall remove and replace the deficient unit without payment for the removal or the material removed, or (2) whether the Contractor may leave the deficient unit in place and cover it with a layer of the same mix of adjusted maximum size aggregate of not less than 110 pounds per square yard average. In case (2), the surface layer shall not be feather-edged at the end of the overlay layer, but a sufficient amount of the surface beyond the ends of the deficient unit shall be removed, to a neat line across the pavement, to allow placing the full 110 pounds per square yard and to make a joint that will meet the surface requirements. There will be no payment for any portion of the overlay needed to bring the total up to the designated average rate for that unit.

If the average rate of any unit is found to exceed the above referenced tolerance, the tonnage in the unit that is in excess of the specified rate will be paid for as specified in Subarticle 410.09(a).

Unless otherwise provided in the following sections of these specifications, or shown on the plans, the average rate placed and compacted in one layer shall not exceed 350 pounds per square yard for base or binder layers, and 225 pounds per square yard for surface layers. Where the amount to be placed exceeds these limits, it shall be placed and compacted in two or more approximately equal layers or as shown on the plans.

410.05 Surface and Edge Requirements.

(a) Surfacing Smoothness Requirements.

2. Perpendicular to Centerline of Roadway.

Add the following to the end of the section:

On all County Asphalt Valley Gutter Typical Sections, the grade of the top of the valley gutter wing shall not vary more than one (1) inch horizontally or vertically from the required section measured at right angles to the pavement centerline.

3. Parallel to Centerline of Roadway.

Add the following to the end of the section:

On all County Asphalt Valley Gutter Typical Sections, the top edge of this wing shall not vary more than one (1) inch in any 25-foot section from a taut string applied parallel to the surface and roadbed centerline.

410.08 Method of Measurement.

(e) Acceptance of the Roadway Density.

Add the following to the end of the second paragraph:

The frequency of the density tests for individual road lengths less than or equal to 2,000 linear feet shall be a minimum of 2 core tests per road.

(g) Wasted and Excess Materials Applied.

Delete the subarticle and replace with following:

Deductions in measurement will be made for all material wasted or lost due to negligence of the Contractor or applied beyond the limits of the work.

Resurfacing contracts where the County purchases the mix for the Contractor to **Lay Down Only**, the Contractor shall be responsible for the reimbursement of the costs of the asphalt plant mix to the County if not constructed within the contract tolerances. This would include any additional mix that is onsite in trucks or en route to the project that cannot be utilized due to the problems associated with the Contractor's equipment or not meeting contract specifications. The asphalt plant mix costs will be reimbursed to the County by deducting this cost off the contractor's monthly pay estimate.

The Contractor shall reimburse the County for its purchase cost for the excess asphalt material as defined in Section 410.03(f)1., Section 410.09(a) and these supplemental specifications. Reimbursement shall be applied as a deduction to the Contractor's monthly pay estimate.

Supplemental Specification No. 524-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Structure Excavation and Foundation Backfill

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 524
REINFORCED CONCRETE BOX CULVERTS

524.04 Method of Measurement.

Delete the 8th paragraph of this subarticle and replace with the following:

Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto with the limitation that payment for foundation backfill for a bedding layer for precast concrete culverts will only be made for a thickness of 4 inches and a width of 2 feet wider than the extent of the outside walls.

Supplemental Specification No. 530-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Sealing Joints, Pipe Inspection and Structure Excavation and Backfill for Roadway Pipe

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 530 ROADWAY PIPE CULVERTS

530.03 Construction Requirements.

(a) General.

Add item below:

8. All new roadway pipe will be illuminated between junction boxes, inlets, etc., to test the pipe for straightness (lamping). The contractor shall provide mirrors, adequate battery operated lights and other necessary equipment and personnel to make this inspection.

Upon completion of lamping, the Contractor shall video all new round roadway pipe 42" and smaller and all new arch roadway pipe 65" x 40" and smaller installed on the project. This shall be performed after completion of the installation of all roadway pipe and the installation and compaction of the base layer, or as approved by the engineer. The contractor shall give a copy of the video to the Engineer or their authorized representative for review and approval of the new roadway pipe prior to the installation of the asphalt surface. The contractor shall make arrangements for the Engineer or their authorized representative to be present to witness the lamping and the making of the video.

In the event that any imperfection in any of the new roadway pipe is discovered during the lamping or review of the video, the contractor shall correct the problem(s) promptly at his own expense. Once the contractor believes the problem(s) has been corrected, the entire section(s) of pipe (i.e. drainage structure to drainage structure) containing the imperfection(s) shall be relamped and revideoed following all of the same requirements as imposed for the original testing. This procedure shall be repeated until the pipe segment(s) are approved for acceptance by the Engineer or his authorized representative, prior to the installation of the asphalt surface. All cost incurred for correcting the problem(s) and re-testing shall be the responsibility of the contractor, and included in the unit bid price of the pipe pay item.

(d) Placing Pipe.

3. Joining Pipe.

a. Rigid Pipe (Concrete, C.I.)

Delete the second paragraph of the subarticle and replace with the following:

Joints shall be sealed with bituminous plastic cement or rubber type gaskets. Joints shall be thoroughly cleaned before being sealed and shall be sealed for the full circumference of the joint unless otherwise directed.

Add the following to the end of the third paragraph:

All joints shall be wrapped full-width with a non-woven filter fabric, equally on both sides, after being sealed.

530.04 Method of Measurement.

Delete the second paragraph of the subarticle and replace with the following:

Structure excavation and foundation backfill will be paid for as specified by the current Supplemental Specification for Section 214, if required.

530.05 Basis of Payment.

(a) UNIT PRICE COVERAGE.

Delete the following portion from the last sentence of the paragraph:

“except that Foundation Backfill and Structure Excavation shall be paid for separately.”

Replace it with the following:

except that structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

Supplemental Specification No. 533-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Sealing Joints, Pipe Inspection and Structure Excavation and Backfill for Storm Sewer Pipe

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 533
STORM SEWER PIPE

533.03 Construction Requirements.

(a) General Methods.

Add the following to the end of the section:

All new storm sewer pipe will be illuminated between junction boxes, inlets, etc., to test the pipe for straightness (lamping). The contractor shall provide mirrors, adequate battery operated lights and other necessary equipment and personnel to make this inspection.

Upon completion of lamping, the Contractor shall video all new round storm sewer pipe 42" and smaller and all new arch storm sewer pipe 65" x 40" and smaller installed on the project. This shall be performed after completion of the installation of all storm sewer pipe and the installation and compaction of the base layer, or as approved by the engineer. The contractor shall give a copy of the video to the Engineer or their authorized representative for review and approval of the new storm sewer pipe prior to the installation of the asphalt surface. The contractor shall make arrangements for the Engineer or their authorized representative to be present to witness the lamping and the making of the video.

In the event that any imperfection in any of the new storm sewer pipe is discovered during the lamping or review of the video, the contractor shall correct the problem(s) promptly at his own expense. Once the contractor believes the problem(s) has been corrected, the entire section(s) of

pipe (i.e. drainage structure to drainage structure) containing the imperfection(s) shall be relamped and revideoed following all of the same requirements as imposed for the original testing. This procedure shall be repeated until the pipe segment(s) are approved for acceptance by the Engineer or their authorized representative prior to the installation of the asphalt surface. All cost incurred for correcting the problem(s) and re-testing shall be the responsibility of the contractor and included in the unit bid price for the pipe pay item.

(c) Laying Pipe.

2. Sealing Joints.

Delete the subsection and add the following:

Unless specified otherwise, joints shall be sealed as specified in Item 530.03(d)3 and any supplemental specification attached thereto for the entire circumference of the pipe. Walking or working on or over the completed pipe line, except such as is necessary for tamping or backfilling, will not be permitted until at least 1 foot of backfill is in place over the pipe.

533.04 Method of Measurement.

Delete the subsection and add the following:

Storm sewer pipe will be measured in the same manner as specified in Article 530.04. Structure excavation and foundation backfill will be paid for as specified by the current Supplemental Specification for Section 214, if required.

533.05 Basis of Payment.

(a) General.

Delete the following portion from the last sentence of the paragraph:

“except that excavation and foundation backfill will be paid for as provided in Section 214.”

Replace it with the following:

except that structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

Supplemental Specification No. 535-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Side Drain Pipe Joints

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 535 SIDE DRAIN PIPE

535.03 Construction Requirements.

(a) General.

Delete the first paragraph and add the following:

Construction details for installing side drain pipe shall be as specified in Section 530 and all current Supplemental Specifications thereto attached, except as modified in this Section.

Supplemental Specification No. 606-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Pipe Underdrain Installation

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 606 PIPE UNDERDRAIN

606.05 Basis of Payment.

(a) Unit Price Coverage.

Delete Items 1 and 2 and replace with the following:

1. The accepted footage of each kind and size of pipe underdrain will be paid for at the contract unit price for pipe underdrain, complete in place, which shall be payment in full for all excavation and its disposal, foundation preparation, backfilling, furnishing, hauling and placing of all materials including fittings, cutting for connections, joint material, bands, and filter (or cover and bedding layer materials).

2. Accepted footage of pipe underdrain complete in place at all depths below the ground line shall be paid for at the unit price bid.

Supplemental Specification No. 614-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Structure Excavation and Backfill for Slope Paving

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 614 SLOPE PAVING

614.04 Method of Measurement.

Delete the second sentence and replace with the following:

Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

Supplemental Specification No. 619-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Structure Excavation and Backfill for Pipe End Treatments

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 619 PIPE CULVERT END TREATMENTS

619.01 Description.

Delete the second paragraph and add the following:

Unless specified otherwise on the plans or in the proposal, the Contractor shall, for the required end treatment, construct a slope paved headwall in accordance with plan details and these specifications.

619.05 Basis of Payment.

(a) Unit Price Coverage.

Delete the second sentence and add the following:

Such price shall be full compensation for the furnishing of all materials and the installation and construction thereof, necessary for the complete construction of the end treatment, and for all labor, tools, equipment, and incidentals necessary to complete the work. Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

Supplemental Specification No. 620-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Unit Price to Include Structure Excavation and Backfill

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 620 MINOR STRUCTURE CONCRETE

620.03 Construction Requirements.

(b) Excavation and Backfill.

Delete the subarticle and add the following:

Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

620.04 Method of Measurement .

Delete the third paragraph and add the following:

Attention is directed to Section 502 for Reinforcing Steel. Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto.

620.05 Basis of Payment.

(a) Unit Price Coverage.

Delete the subarticle and add the following:

The accepted Minor Structure Concrete, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the concrete complete in place including furnishing all materials including reinforcing steel, form work, finishing and for all equipment, tools, labor and incidentals necessary to complete the item in accordance with plan details and these specifications. In case of modification to an existing structure, the breaking away of the concrete to the approximate lines shown on the plans, the disposal of the broken concrete and the preparation of the retained steel reinforcement or dowel bars for splicing as required shall be considered incidental to the work and the cost thereof absorbed in the unit price bid.

Supplemental Specification No. 621-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Payment for Units, Structure Excavation and Backfill

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 621 INLETS, JUNCTION BOXES, MANHOLES, AND MISCELLANEOUS DRAINAGE STRUCTURES

621.04 Method of Measurement.

(a) Inlets and Junction Boxes.

Delete the second sentence and replace with the following:

If the height of the base unit is not shown on the plans, 8 feet will be used as the height of the base unit.

(b) Manholes.

Delete the first sentence and replace with the following:

Manholes will be measured as an individual unit including footings, bottom slab, walls, cover, lid, grating, etc. of the type, size, and shape shown on the plans except that the maximum height of the base units of the structure shall be limited to 8 feet, measured from the top of the bottom slab to the top of cover, grating, or lid.

621.05 Basis of Payment.

(b) Excavation and Backfill.

Delete the subarticle and add the following:

Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto, if required.

Supplemental Specification No. 650-18

EFFECTIVE DATE: April 1, 2018
SUBJECT: Topsoil

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 650 TOPSOIL

650.03 Construction Requirements

Add the following:

(d) MAINTENANCE

The Contractor shall maintain the topsoil that has been placed, without extra compensation, in connection with any seeding, sodding, planting, or other work, until final completion of the project. Maintenance shall consist of preserving, protecting, and such other work as may be necessary to keep the work in a satisfactory condition.

650.04 Method of Measurement (This section shall apply to grade, drain, base & pave (GDBP) type projects only)

(A) TOPSOIL, ITEM 650-A

Delete the subarticle and add the following:

This item covers topsoil material furnished by the Contractor complete in place and will be measured in cubic yards. Cubic yards shall be computed by measuring the area (length x width) of topsoil in place and multiplying it by the designated compacted thickness (depth) as stipulated within the Construction Plan Set.

The volume of topsoil calculated above will be verified by the volume of topsoil measured in the delivery vehicle (T.B.M.) at the point of delivery on the roadbed. The total volume stated on the delivery vehicle's tickets shall be multiplied by 0.70 to account for shrinkage. The redefined quantity will be used to verify the complete in place topsoil quantity. If the total truck bed quantities with shrinkage factor applied is less than the calculated complete in place method described in the first paragraph, then this quantity will determine the final eligible quantity for payment. If the total truck bed quantities with shrinkage factor applied is more than the calculated complete in place method described in the first paragraph, then the complete in place measurement will dictate the total eligible quantity of topsoil for payment.

(B) TOPSOIL FROM STOCKPILES, ITEM 650-B

Delete the subarticle and add the following:

This item covers topsoil obtained onsite and stockpiled within the right-of-way. This material shall be measured and quantified as an in place measurement. Topsoil shall be measured for payment by measuring the area (length x width) of topsoil in place and multiplying by the designated compacted thickness (depth) as stipulated within the Construction Plan Set. The thickness of the topsoil shall be frequently verified for plan thickness and if its determined plan thickness has not been met contractor shall add topsoil until thickness requirement is met or receive no payment for topsoil.

All of the "Topsoil from Stockpiles" (Item 650-B) shall be placed and measured for payment prior to using "Topsoil" (Item 650-A) on project.

Supplemental Specification No. 652-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Preparation and Planting in Soft Soil

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 652 GROUND PREPARATION, VEGETATION ESTABLISHMENT AND MOWING

652.03 Construction Requirements.

(d) Preparation and Planting in Soft Soil.

2. Initial Soil Amendments.

Add the following paragraph at the beginning of the subsection:

The fertilizer and lime described below shall be applied at least one week prior to sowing seed. After application, the treated topsoil shall be watered as necessary to leach the lime and fertilizer into the topsoil composition. Watering shall be done at least one time prior to sowing seed.

Supplemental Specification No. 665-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Temporary Seeding and Mulching

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 665 TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

665.03 Construction Requirements.

(a) Erosion Control and Runoff Conveyance.

1. Temporary Seeding and Mulching.

c. Temporary Seeding and Mulching.

Delete the last sentence in the sub-section and add the following:

Seeding and mulching shall also be applied by either hydraulic or conventional methods. Mulching shall be applied at a rate of no less than 2.0 tons per acre, separately or concurrently with fertilizer.

Supplemental Specification No. 701-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Traffic Stripe

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 701 TRAFFIC STRIPE

701.03 Construction Requirements.

(e) Class 2, Standard Thermoplastic.

Delete item 7 and replace with the following:

7. Retroreflectivity of Class 2 Thermoplastic.

The target retroreflectivity shall be 450 mcd/lux/sq m for the white stripe and 300 mcd/lux/sq m for yellow stripe.

(f) Class 2T, Thin Film Spray Applied Thermoplastic.

Delete item 7 and replace with the following:

7. Retroreflectivity of Class 2T Thermoplastic.

The target retroreflectivity shall be 250 mcd/lux/sq m for white stripe and 175 mcd/lux/sq m for yellow stripe.

(g) Class 3, TAPE.

Delete paragraphs 4 thru 9.

Supplemental Specification No. 860-18

EFFECTIVE DATE: April 1, 2018
 SUBJECT: Seed

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

SECTION 860
ROADSIDE IMPROVEMENT MATERIALS

860.01 Seed.

(d) Seed Mixes.

ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING

Omit table ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING and replace with the following:

ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE {KILOGRAMS PER HECTARE} OF PURE LIVE SEED				
Date of Planting	Sept. 1 to Feb. 29		Mar. 1 to Aug. 31	Mar 1. to Aug. 31
Annual Ryegrass	10 {11}	25 {28}		
Hulled Bermudagrass		*	30 {33}	
Unhulled Bermudagrass	30 {34}		20 {22}	12 {13}
Annual Lespedeza (Kobe)				24 {27}
Pensacola Bahia Grass				47 {53}
Reseeding Crimson Clover	5 {6}			
Notes	1	2	3	3
Required Permanent Plant	Bermudagrass			Pensacola Bahia Grass
<p>1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet {3 m} from the edge of mainline pavement. (This is usually required for short duration work that is done on pavement resurfacing projects.)</p> <p>2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet {3 m} from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.</p> <p>3. Bermudagrass will be required as the permanent plant if it is not shown on the plans that Pensacola Bahia Grass will be required as the permanent plant.</p>				

Supplemental Specification No. 1001-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Installation of Pipe Supplied By Others

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

Add the following:

SECTION 1001 INSTALLATION OF PIPE SUPPLIED BY OTHERS

1001.01 Description.

This section shall cover the work of installing pipe, regardless of size or type, in accordance with the requirements of these specifications, at the locations shown on the plans or designated by the Engineer and in accordance with the established grades. The item shall include furnishing and construction of such joints, necessary cutting and connections to other pipes, catch basins, end walls, etc., as may be required to complete the work shown on the plans or directed by the Engineer.

1001.02 Materials.

(a) Joint Material.

Unless specified otherwise, joints shall be sealed as specified in Item 530.03(d)3 and any supplemental specification attached thereto for the entire circumference of the pipe.

1001.03 Construction Requirements.

(a) Laying Pipe.

Pipe shall be handled so that there will be no loss or damage before laying. Sections of pipe shall be laid in accordance with the requirements of the appropriate sections governing the pipe. Special reference is made to construction details of Section 530, 533 and 535 that are applicable to roadway, storm sewer and side drain pipe, respectively.

1001.04 Method of Measurement.

The pipe will be measured in the same manner as specified in Article 530.04. Structure excavation and backfill will be measured and paid for under Section 214 and the current supplemental specification thereto, if required.

1001.05 Basis of Payment.

(a) Unit Price Coverage.

The accepted footage of culvert pipe measured as noted above will be paid for at the contract unit price bid for installation of pipe supplied by others regardless of the size or type of pipe. Said unit costs shall be full compensation for the installation of the pipe in accordance with the provisions of Sections 530, 533 and 535 for Roadway Pipe, Storm Sewer Pipe and Side Drain Pipe, respectively, where applicable, including all equipment, tools, labor and incidentals necessary to complete the work.

(b) Payment Will Be Made Under Item No.:

1001-A Installation of pipe supplied by others - per linear foot

Supplemental Specification No. 1002-18

EFFECTIVE DATE: April 1, 2018

SUBJECT: Asphalt Driveways

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, is hereby amended as follows:

Add the following:

SECTION 1002 ASPHALT DRIVEWAYS

1002.01 Description.

This section shall cover the work of constructing an asphalt driveway as shown on the plans in accordance with these specifications, and of the thickness and typical cross section shown on the plans. Lines and grades shall be as shown on the plans or established in the field by the engineer.

1002.02 Materials.

All materials furnished for use shall comply with the appropriate requirements of Division 800, Materials, and the following:

Asphalt shall meet the requirements as provided in the current ALDOT Standard Specifications or Mobile County Supplemental Specification for the asphalt mix shown in the plans. Prime shall meet the requirements as provided in Section 401. Base shall meet the requirements as provided in Section 301.

1002.03 Construction Requirements.

(a) Equipment.

The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

1002.04 Method of Measurement.

Measurement will be made of the number of square yards of accepted driveways, complete in place.

1002.05 Basis of Payment.

(a) Unit Price Coverage.

The accepted square yards of driveways will be paid for at the unit price for Asphalt Driveways, complete in place, which shall be payment in full for furnishing all materials, for the hauling, preparation and placing of all materials, and for all labor, equipment, tools and incidentals necessary to complete the work.

(b) PAYMENT SHALL BE MADE UNDER ITEM NO.:

1002-A Residential Asphalt Driveway, Complete In Place - per square yard

1002-B Commercial Asphalt Driveway, Complete In Place - per square yard