



Mobile County Rebuild Alabama Fund



PROPOSAL NO. _____

June 15, 2022

FOR THE CONSTRUCTION OF COUNTY PROJECT
PROJECT NO. RA-49-04-21

MOBILE COUNTY, ALABAMA

Proposal of

Contractor Name: _____

Of (City, State): _____

ALDOT Contractor Identification Number: _____
(To be used to document E-Verify)

Alabama General Contractors License Number: _____

For constructing the Resurfacing, and Striping Creola-Axis Loop Road N. from Creola-Axis Loop Road E. 43 westerly to Old U.S. Highway, length 1.22 miles

Length 1.22 miles in the County of Mobile, State of Alabama.

The plans are composed of the drawings identified as follows:
County Project No. RA-49-04-21

NOT FOR BIDDING

The specifications are hereto attached.

CONTRACTORS MUST PURCHASE

In order to be considered, proposals must be received at the location and time below:

PLANS FROM AND REGISTER

Mobile County Commission

205 Government Street

Mobile Government Plaza, Eighth Floor South Tower

Mobile, Alabama 36644

Phone: (251) 574-8613

ELIGIBLE TO BE

BEFORE: 10:00 AM ON June 15, 2022

Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Mobile County Commission.



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Advertisement for Bid Mobile County

Mobile County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for the following project of the County.

Project Number RA49-04-21 for Resurfacing and Striping Creola-Axis Loop Road North from Creola-Axis Loop Road E. westward to Old U.S. Highway 43, length 1.22 miles.

Sixty (60) working days are allowed for the construction of this project.

This bid is intended to comply with the Rebuild Alabama Act, No. 2019-2, and Alabama Code Title 39, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, No. 2019-2 and Title 39 of the Alabama Code regardless if the requirement is explicitly detailed in the bid proposal or not.

Only bids from contractors or material suppliers listed on the Alabama Department of Transportation (ALDOT) approved list of contractors and material suppliers will be accepted. All bids must be marked with the word "BID" on the outside of the bid package along with Bid Proposal for Project MCP-012-20/RA49-04-21 for Creola-Axis Loop Road North (RRR), the bid date and the Alabama General Contractor's License Number.

The contractor shall meet all Alabama Department of Transportation (ALDOT) Bonding and Licensing requirements as well as all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act. 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 County Engineering Department, or online at <https://www.mobilecountyal.gov/government/departments/engineering/engineering-downloads/>.

A pre-bid conference will be held on **WEDNESDAY, JUNE 8, 2022 at 10:30 A.M.** Central Time in the Mobile County Engineering Department, Mobile Government Plaza Sixth Floor South Tower Mobile, Alabama. All prospective bidders should have a representative present at the pre-bid conference.

Sealed bids will be received by the Mobile County Commission at 205 Government Street, 8th Floor South Tower, Mobile, Alabama until **10:00 A.M.** Central Time on **WEDNESDAY, JUNE 15, 2022** and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Mobile County Commission.



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Specifications are on file and are available in the office of Driven Engineering, Inc., 8005 Morris Hill Road, Semmes, Alabama 36575 upon payment of a refundable (if plans are returned in reusable condition within 10 days of bid opening) deposit of one hundred fifty dollars \$150.00. Checks shall be made payable to Driven Engineering, Inc.

County reserves the right to accept or reject all Bids or any portion thereof.

Advertising dates: **MAY 18, MAY 25, AND JUNE 1, 2022**



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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/bid bond 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 the Bidder with their 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 are 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.



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5. ALTERNATE BIDS:

Alternate bids will not be considered unless called for.

6. SPECIFICATIONS AND SCHEDULES:

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.

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, white-outs, or other changes in the bids must be initialed by 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, BONDS AND INSURANCE:

Security is required to insure the execution of Contract and for performance of the services, and no bid will be considered unless it is so guaranteed. The bidder must furnish with his bid a bid bond or cashier's check drawn on an Alabama bank in the amount of 5% of his bid price, but in no event more than ten thousand dollars (\$10,000.00) payable to Mobile County Commission, of Mobile County, Alabama. Cashier's check or bid bonds, will, at the option of the Owner, be paid into the funds of Mobile County Commission, as liquidated damages upon failure of the successful bidder to execute the written contract and furnish the performance bond, payment bond, and insurance coverages as hereinafter required, within fifteen (15) consecutive calendar days following written notice of the award of the Contract unless an extension is granted, in writing, by an authorized representative of Mobile County, Alabama.

10. BONDS AND INSURANCE:



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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 Project RA-49-04-21, Creola-Axis Loop Road N., to be **opened June 15, 2022.**" (List Project Number, Alabama General Contractor License 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 responsive and responsible bidder



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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 15 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



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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 hour 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.

22. 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



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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.

23. COUNTY'S RIGHT TO PERFORM WORK

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

24. 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



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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.



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PROPOSAL FOR PROJECT NO. RA-49-04-21 MOBILE COUNTY, ALABAMA

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

Dear Sirs:

The following proposal is made on behalf of [REDACTED] 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. This bid offering is intended to comply with the Rebuild Alabama Act, Act No. 2019-2, and Title 39 of the Alabama Code, 1975 edition as amended, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of the Rebuild Alabama Act, Act No. 2019-02 and Title 39 of the Alabama Code regardless if the requirement is explicitly detailed in the bid proposal or not.

Sealed bids will be received by the Mobile County Commission at 205 Government Street, 8th Floor South Tower, Mobile, Alabama 36644 until 10:00 AM Central Time on June 15, 2022, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Mobile County Commission.

This project is being advertised, let to contract, and administered by an awarding authority other than the Alabama Department of Transportation (ALDOT). All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT (except as applies to references made to ALDOT considering a bidder to be disqualified from bidding, or to the awarding authority consulting or interacting with ALDOT, etc.), the "State", the "Department" or "Highway Department", etc. shall be understood to mean the awarding authority for this project.

The undersigned certifies that he or she has 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 the undersigned proposes 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.

The undersigned further agrees to complete all the work in sixty (60) working days as defined in the current non-metric edition of the Alabama Department of Transportation Standard Specifications or as amended by Supplemental Specifications or Special Provisions. Should the undersigned fail to complete the project awarded within the working days stipulated, liquidated damages shall be assessed as defined in Section 108.10 in the current non-metric edition of the Alabama Department of Transportation Standard Specifications or as amended by Supplemental Specifications or Special Provisions.

The undersigned understands that the quantities below are approximate only and are



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subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit price bid, subject to adjustments as specified in Section 104 of the Alabama Department of Transportation Standard Specifications for Highway Construction 2018, non-metric edition. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.

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.

The undersigned further proposes to begin the work within fifteen (15) days of receiving the Proceed Order should he/she be awarded the bid and to complete the work within the time specified.

Enclosed is a cashier's check, drawn on an Alabama bank, or a bidder's bond, payable to Mobile County, 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), as a bid guaranty. The undersigned hereby agrees that in case of his/her failure to execute a Contract and furnish the Performance Bond, the Payment Bond, and a certificate of insurance coverage as specified within fifteen (15) 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 full amount of the proposal of the next lowest responsible 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 undersigned, the check will be returned as provided in the Specifications hereto attached. The bidder's bond shall be prepared on the form attached to this proposal and issued by a surety company authorized to do business in the State of Alabama.

Upon notification of award of the bid, the undersigned, within fifteen (15) days, proposes to furnish a Performance Bond and a Payment Bond equal to 100% of the total amount of the bid approved by Mobile County. The undersigned also proposes to furnish a certificate of insurance coverage in the amounts specified in this proposal.

The undersigned shall submit the Advertisement of Project Completion to Mobile County immediately following the completion and acceptance of all work required. The County Engineer will submit the advertisement to the Association of County Commissions of Alabama (ACCA) to be posted on a website maintained by ACCA for a period of four consecutive weeks.



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The undersigned shall give notice of the project completion by advertising for four consecutive weeks in a newspaper of general circulation published within the county where the work has been performed.

Upon completion and acceptance of all work required, the undersigned will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for final payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of Advertisement of project completion (AL Code 39-1-1(f) requires a 30-day waiting period after the notice has run before final settlement can be made)

The undersigned agrees: Final payment will be made within 35 days after all the above requirements are met; Partial Payments, to be paid no more than monthly, will be provided under this contract; retainage shall be withheld as required under Code of Alabama Section 39-2-12.



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BID ITEMS

PROJECT NO: RA-49-04-21

The following items shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 non-metric edition, except as modified herein.

NOTES:

1. The following unit prices shall include all labor, materials, equipment, 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.



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PROJECT TOTAL	ITEM No.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	201-C001	LS	CLEARING		
45	206-C003	SY	REMOVING CONCRETE DITCH		
50	206-C010	SY	REMOVING CONCRETE DRIVEWAY		
398	206-C030	SY	REMOVING ASPHALT		
410	206-D000	LF	REMOVING PIPE		
9	206-E000	EA	REMOVING HEADWALLS		
13	209-A000	EA	MAILBOX RESET		
100	210-A000	CY	UNCLASSIFIED EXCAVATION		
456	210-D022	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4(0))		
132	212-A000	STA	MACHINE GRADING SHOULDERS		
583	214-A000	CY	STRUCTURE EXCAVATION		
65	214-B001	CY	FOUNDATION BACKFILL, COMMERCIAL		
3146	405-A000	GAL	TACK COAT		
2365	408-A052	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)		
1	410-H000	EA	MATERIAL REMIXING DEVICE		
1342	424-A340	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (155 LB/SY)		
77	424-A670	TON	SUPERPAVE BITUMINOUS CONCRETE, PATCHING 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (330 LB/SY)		



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1856	424-B642	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B		
47	430-B003	TON	AGGREGATE SURFACING		
172	530-B003	LF	36" SPAN, 23" RISE ROADWAY PIPE (CLASS 3 R.C.)		
220	530-B004	LF	44" SPAN, 27" RISE ROADWAY PIPE (CLASS 3 R.C.)		
36	533-B101	LF	44" SPAN, 27" RISE STORM SEWER PIPE (CLASS 3 R.C.)		
40	535-A078	LF	15" SIDE DRAIN PIPE (CLASS 3 R.C.)		
1	600-A000	LS	MOBILIZATION		
190	610-A004	SY	LOOSE RIPRAP, CLASS 2, 24" THICK		
391	610-D003	SY	FILTER BLANKET, GEOTEXTILE (NON-WOVEN)		
8	614-B000	CY	REINFORCED SLOPE PAVING (CONCRETE DITCH, 4" THICK)		
2	619-A001	EA	15" SIDE DRAIN PIPE END TREATMENT CLASS 1, 4:1 SLOPE		
4	619-B068	EA	36" SPAN, 23" RISE ROADWAY PIPE END TREATMENT CLASS 1, 3:1 SLOPE		
2	619-B068	EA	36" SPAN, 23" RISE ROADWAY PIPE END TREATMENT CLASS 1, 3:1 SLOPE 45 DEGREE SKEW		
1	619-B144	EA	44" SPAN, 27" RISE SIDE DRAIN PIPE END TREATMENT, CLASS 2 (SPECIAL)		
2	619-B999	EA	44" SPAN, 27" RISE ROADWAY PIPE END TREATMENT, CLASS 2 (QUADRUPLE LINE) 3:1 SLOPE		
1	621-E002	EA	MANHOLES, TYPE L		
2	620-A000	CY	MINOR STRUCTURE CONCRETE		
62	623-B000	LF	SPECIAL RAVEL CURB		



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1589	650-A000	CY	TOPSOIL, COMPACTED THICKNESS (CY IN PLACE MEASURE)		
2.22	652-C000	AC	MOWING		
10800	654-A001	SY	SOLID SODDING (BERMUDA)		
173	665-I000	TON	TEMPORARY RIPRAP, CLASS 2		
228	665-J002	LF	SILT FENCE		
228	665-O001	LF	SILT FENCE REMOVAL		
240	665-Q002	LF	WATTLE		
5.52	666-A001	AC	PEST CONTROL TREATMENT		
1	680-A000	LS	GEOMETRIC CONTROLS		
1	698-A001	LS	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$15000)		
2.48	701-A228	MILES	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		
1.06	701-A232	MILES	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		
0.71	701-A244	MILES	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		
6.02	701-C003	MILES	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)		
0.71	701-C002	MILES	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)		
40	703-A002	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A		
40	703-D002	SF	TEMPORARY TRAFFIC CONTROL MARKINGS (PAINT)		
176	705-A031	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A		
120	705-A037	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D		
221	740-B000	SF	CONSTRUCTION SIGNS		
50	740-D000	EA	CHANNELIZING DRUMS		



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50	740-E000	EA	CONES (36 INCHES HIGH)		
3	740-I002	EA	WARNING LIGHTS TYPE B		
50	740-M001	EA	BALLAST FOR CONE		
TOTAL ESTIMATE (ALL ITEMS)					

The undersigned hereby states that this Bid Proposal is to the best of their knowledge; their true and correct bid, except for changes initiated herein, and is submitting these bid items for review and consideration.

Signature of Bidder (If Firm or Individual) _____

~~FOR REFERENCE ONLY~~

Address of Bidder _____

Name and Address of Member of Firm _____

~~CONTRACTORS MUST PURCHASE PLANS FROM AND REGISTER~~

~~WITH THE ENGINEER TO BE~~

Signature of Bidder (Corporation) _____

~~ELIGIBLE TO BID~~

_____ **Business Address** _____

President

_____ **Business Address** _____

Secy. & Treas.

Attest: _____ **Incorporated in** _____

State

(Corporate Seal)



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BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety,
(Address)

are held firmly bound unto MOBILE COUNTY COMMISSION, 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.

WHEREAS, the said Principal is herewith submitting its proposal for

Project Number RA-49-04-21; Resurfacing, and Striping Creola-Axis Loop Road N. from Creola-Axis Loop Road E. westerly to Old U.S. Highway 43, length 1.22 miles

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 responsive and responsible 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.



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Witness our hands and seals this _____ day of _____, 2021.

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 THIS FORM FOR BID BOND IS USED AND IS SIGNED IN INK BY PRINCIPAL AND SURETY.



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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. If requested by the CCMC, the Contractor will provide copies of policies within ten (10) days of request.

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

Each Accident	\$3,000,000
Each Employee	\$3,000,000
Policy Limit	\$3,000,000

Policy shall contain a Waiver of Subrogation Endorsement in favor or CCMC.

(b) Commercial General Liability

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

Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Products/completed Operation Aggregate	\$3,000,000
General Aggregate	\$3,000,000



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Insurance Requirements Page 2 of 2

- Aggregate Limit applies per Project
- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Products/Completed Operations
- The Commercial General Liability policy shall name the CCMC, its employees and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Forms CG 20 07 04 and CG 20 37007 04 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 each 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.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$3,000,000 each accident. The policy shall name CCMC as an Additional Insured.

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 to provide thirty (30) days prior written notice of cancellation to the CCMC.



Mobile County Rebuild Alabama Fund



MOBILE COUNTY SUPPLEMENTAL SPECIFICATIONS REBUILD ALABAMA PROJECTS

The following supplemental specifications are amendments to the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, 2018, non-metric edition. The requirements and amendments given in these Supplemental Specifications take precedence over the requirements given in the ALDOT Standard Specifications.

- 101-18 - DEFINITION OF TERMS (4/1/18)
- 102-18 PROPOSAL REQUIREMENTS AND CONDITIONS (4/1/18)
- 105-18 - CONTROL OF WORK (1/27/20)
- 107-18 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC (4/1/18)
- 108-18 - PROSECUTION AND PROGRESS (4/1/18)
- 109-18 - MEASUREMENT AND PAYMENT (10/1/18)
- 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)



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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)

18-1024 - TACK COAT FOR HMA PAVEMENT (6/1/21)

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.



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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: January 27, 2020

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.



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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.

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(b) Load Restrictions

Delete the sub-section as written and replace with the following:

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. In the hauling of materials on city streets or county roads, it shall be the responsibility of the Contractor to regulate his loads so that damage does not occur, regardless of the legal or posted load limit. Maintenance of public roads shall be as outlined in Article 104.07. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

Within the project limits, loads shall be so regulated that damage will not occur to base or pavement layers and structures, but in no case shall loads exceed the legal load limit unless permitted in writing by the Engineer under special conditions. No loads will be permitted on base, pavement or structures before the expiration of any required curing period. The Contractor shall be responsible for all damage by his hauling and other construction equipment within the project limits.

Gross weight {mass} tickets for loads delivered to the project will be verified by the Engineer that all loads incorporated in the project are within the legal load limit. Required information for verification will be secured at the time of delivery; however, verification of weights {masses} may be made at any time during the project.

On loads of materials not accompanied by a gross weight {mass} ticket, the Contractor shall furnish, upon request of the Engineer, the tare weight {mass} of any truck delivering such materials to the project. These truck tare weights {masses}, along with appropriate volumes and conversion factors, will be used by the Engineer in determining approximate quantities of materials which may be hauled to the project and remain within the legal load limit. If the Engineer feels that the legal load limit is being exceeded, he may order the Contractor to verify the weight {mass} of designated loads at an approved truck scale.

Payment will be made only for that portion of a load up to, and including, the legal load limit.

No payment will be made for any portion of a load exceeding the legal load limit.

105.15(c) 5. Contractor's Advertisement of Completion

Add a second paragraph as follows:



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In addition to the publication requirements to advertise in some newspaper of general circulation within the county in which the project is located, the Contractor shall provide the County Engineer an advertisement to be placed on a website maintained by the Association of County Commissions of Alabama for a period of four consecutive weeks. If the project is located in more than one county, the Contractor shall provide each County Engineer a copy of the advertisement to be placed on a website maintained by the Association of County Commissions of Alabama for a period of four consecutive weeks. If the project is a joint project with the county and one or more municipalities, the Contractor shall provide the County Engineer an advertisement to be placed on a website maintained by the Association of County Commissions of Alabama for a period of four consecutive weeks. In addition, the Contractor shall also provide a copy of the advertisement to the appropriate municipal official to be placed on a website maintained by the Alabama League of Municipalities.

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.



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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.



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(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: October 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:



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SECTION 109 MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities.

(h) Weight {Mass} Measurements.

Delete the sub-section as written and replace with the following:

1. General.

The term "ton" shall mean the short ton [metric ton] consisting of 2,000 pounds avoirdupois [1000 kg].

Scales furnished by the Contractor shall meet all requirements currently adopted by Alabama Department of Agriculture pertaining to weighing or measuring devices.

Scales shall be tested and inspected by a service agent currently registered with the Alabama Department of Agriculture. The time between inspections shall not exceed six months. In addition, any time a plant is moved or substantially modified, the scales shall be inspected. The inspection report shall be uploaded to the Alabama Department of Agriculture's reporting website and a copy sent to the Area in which the scale is located. It is the Contractor's responsibility to ensure weighing devices are maintained in proper working condition during use. Devices that are found to be out of compliance will not be used until such time corrections are made to comply with regulations and they are recertified. The Engineer will reject them for use on the project until they are recertified. Weights [Masses] above the acceptable capacity of a set of scales will not be acceptable.

2. Weight [Mass] Measure for Pay Purposes.

If material is shipped by rail, the car weight [mass] may be accepted provided that only the actual weight [mass] of material is paid for and is certified by a car weight [mass] obtained from a certified scale after the unloading. However, car weights will not be accepted for steel reinforcement, structural steel or materials that are to pass through a mixing plant.

Trucks used to haul material being paid by weight shall be measured empty daily, with the driver in the truck, to establish a daily tare weight. Each truck shall also bear a plain legible identification number.

Commercial materials, except reinforcing steel and structural steel, which are measured by weight [mass] for pay purposes shall be measured by a qualified "Weighmaster*" using acceptable weight tickets. As a minimum, the weight ticket shall contain the following:



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- 1) Name of the Contractor and material producer.
- 2) Project Number and County.
- 3) Truck number.
- 4) Contract item number and item name.
- 5) Date and time of loading.
- 6) Gross, tare, and net weights.
- 7) Weighmaster's signature. (May be electronically generated).
- 8) Any additional information as required of the Contractor or material producer for participation as a Qualified Source as given in the Department's "Materials, Sources and Devices with Special Acceptance Requirements" manual unless furnished on a separate applicable BMT Certificate of Compliance.

For measurement systems capable of measuring net weight directly from the measuring hopper, the gross and tare weights will not be required. In lieu of bulk weight, the Department will accept weights of materials normally sold in bagged form (i. e. fertilizers, cement, etc.).

It shall be the sole responsibility of the Contractor to ensure that a weight {mass} ticket is delivered to the project with each load. Weight tickets will not be accepted after the truck has left the project.

*Weighmasters must be qualified in accordance with the provisions of Section 8, Chapter 16, of the Code of Alabama, 1975, or in case of material purchased out of State complying with the appropriate State laws, rules and regulations for Weighmasters of the State involved. A copy of the "Weighmaster's Certificate" shall be furnished the Engineer and additionally a copy shall be displayed in a conspicuous place in the vicinity of the measuring operations.

3. Weight {Mass} Measurement for Proportioning, etc. of Materials.

Scales used for proportioning mixtures within mixing plants shall comply with the following unless otherwise noted:

a. Asphalt Mixing Plants.

Scales shall meet current compliance regulations according to Alabama Department of Agriculture requirements and be visible to the plant inspector on the mixing platform.

b. Concrete Mixing Plants or Units.

Scales shall meet current compliance regulations according to Alabama Department of Agriculture requirements. Separate scales shall be provided for bulk cement and for bulk fly ash, as provided in Article 815.11.

c. Base Course Mixing Plants.

Measuring equipment shall meet the requirements of Sub item b. above with separate bins for each size aggregate and separate bins and scales for additives (calcium chloride, cement, etc.).



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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.



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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,



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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.



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(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.



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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.



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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.



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- (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.



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- (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



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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



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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:



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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.



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(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



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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.



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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:



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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 pipes 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



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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



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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 pipes 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.



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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



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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



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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 .



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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:



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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)



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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



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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.



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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:

<p style="text-align: center;">ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE {KILOGRAMS PER HECTARE} OF PURE LIVE SEED</p>



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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.



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(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



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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



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DATE: March 26, 2021

Special Provision No. 18-1024

EFFECTIVE DATE: June 1, 2021

SUBJECT: Tack Coat for HMA Pavement.

Alabama Standard Specifications, 2018 Edition, SECTION 405, SECTION 407 and SECTION 804 shall be revised as follows:

SECTION 405 TACK COAT

405.01 Description.

The work under this Section shall cover the furnishing and placing of a bituminous tack coat on a surface which is to be covered by a bituminous plant mix material in accordance with these specifications and in reasonably close conformity with the lines shown on the plans or directed by the Engineer.

The work shall include cleaning the surface prior to application of the tack coat.

The area of treatment and the rate of application of a tack coat shall be based on the plans and specifications after evaluating the actual surface condition on which the plant mix overlay is to be placed.

405.02 Materials.

(a) Tack Coat

Bituminous material for tack coat shall be Emulsified Asphalt or one of the Performance Graded (PG) Asphalt Binders shown in Article 804.07. Emulsified Asphalts shall not be diluted prior to application. The Contractor shall have the option of using the following materials for the tack coat:

- PG 58-22 performance graded asphalt binder
- PG 64-22 performance graded asphalt binder
- PG 67-22 performance graded asphalt binder
- PG 76-22 performance graded asphalt binder
- CRS-1H emulsified asphalt
- CRS-2 emulsified asphalt
- CRS-2H emulsified asphalt
- CMS-1HP emulsified asphalt
- CSS-1 emulsified asphalt
- CSS-1H emulsified asphalt
- CQS-1H emulsified asphalt
- CQS-1HP emulsified asphalt
- CRS-2P emulsified asphalt
- CRS-2L emulsified asphalt
- CBC-1HT emulsified asphalt
- CNTT-1HS emulsified asphalt

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- BC-1HT emulsified asphalt (anionic)
- NTSS-1HM emulsified asphalt (anionic)
- NTQS-1HL emulsified asphalt (non-ionic)

In lieu of tack coat, materials listed in Subarticle 405.02(b) may be applied to adjacent pavement edges and joints as described in Item 2 of Subarticle 405.03(d).

Unless shown otherwise on the plans, the Contractor shall have the option of using any of the allowable bituminous materials, subject to other limitations of these specifications. In making the selection of materials, the Contractor shall take into consideration seasonal, weather, temperature, and other placement conditions, while keeping in mind that SS stands for slow setting, RS stands for rapid setting, and QS stands for quick setting (QS is the faster setting or breaking emulsion). Low temperatures and humid or damp conditions will retard the breaking or setting of all emulsions. The mixing of a cationic and an anionic emulsion will result in failure of emulsion materials. All materials shall meet the requirements of Section 804.

CQS-1HP shall be a cationic emulsion blended with a minimum of 1.2% polymer meeting the requirements given in Article 811.03 and the requirements given in the following table:

CQS-1HP MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Residue % By Distillation	ALDOT 415	60% Min.	-
Viscosity, SF @ 77 °F, sec.	AASHTO T 59	20 SF Min.	100 SF Max.
Sieve Test, %	AASHTO T 59	-	0.1% Max.
Particle Charge	AASHTO T 59	Positive	
TEST OF RESIDUE FROM EMULSION			
Parameter	Test Method	Value	
Penetration, 100 g, 5 secs. @ 77 °F	AASHTO T 49	60 mm Min.	130 mm Max.
Ductility, cms., @ 39.2 °F	AASHTO T-51	40 cms Min.	-
Elastic Recovery @ 50 °F, %	AASHTO T-301	50% Min.	-

(b) Additional Materials for Application on Adjacent Pavement Edges and Joints.

The Contractor may use the following materials in lieu of tack coat for application on adjacent pavement edges and joints.

- Pavon™;
- Crafcot™ Pavement Joint Adhesive Part No. 34524.

Pavon™ is a proprietary product that shall also meet the requirements given in the following tables.



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REQUIRED PROPERTIES FROM THE TESTING OF Pavon™			
Parameter	Test Method	Value	
Residue % By Distillation	ALDOT 415	60% Min.	-
Viscosity, SF @ 77 °F, sec.	AASHTO T 59	20 SF Min.	100 SF Max.
Sieve Test, %	AASHTO T 59	-	0.1% Max.
Particle Charge	AASHTO T 59	Positive	
REQUIRED PROPERTIES FROM THE TESTING OF DISTILLATION RESIDUE FROM Pavon™			
Parameter	Test Method	Value	
Penetration, 100 g, 5 secs. @ 77 °F	AASHTO T 49	60 mm Min.	130 mm Max.
Ductility, cms., @ 39.2 °F	AASHTO T-51	40 cms Min.	-
Elastic Recovery @ 50 °F, %	AASHTO T-301	50% Min.	-

Crafco™ Pavement Joint Adhesive Part No. 34524 is a proprietary product that shall meet the requirements given in the following table:

REQUIRED PROPERTIES FROM THE TESTING OF Crafco™ PAVEMENT JOINT ADHESIVE PART NO. 34524		
Parameter	Test Method	Value
Cone Penetration, 77 °F	ASTM D5329	60-100
Flow, 140 °F	ASTM D5329	5mm-Maximum
Resilience, 77 °F	ASTM D5329	30%-Minimum
Ductility, 77 °F	AASHTO T51	30 cm-Minimum
Ductility, 39.2 °F	AASHTO T51	30 cm-Minimum
Softening Point	AASHTO T53	170 °F Minimum

405.03 Construction Requirements.

(a) Equipment.

In general, it shall be the Contractor's responsibility to select the proper size and amount of equipment to provide the desired results. Equipment furnished shall meet the requirements of Subarticle 401.03(a).

(b) Seasonal, Nighttime, Weather, and Temperature Limitations.

1. Seasonal Limitations for the Placement of Tack.

Grades CSS-1 and CSS-1h Emulsified Asphalts shall not be placed between the dates of October 1 and May 1 in North Alabama and between the dates of November 1 and April 1 in South Alabama regardless of weather conditions. For the purpose of identification, South Alabama shall be referred to for projects lying partly or wholly in the area of the State lying

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south of latitude 33 °N, with North Alabama encompassing the remaining portion of the State. These seasonal limitations shall not apply to the placement of other bituminous materials for tack allowed by Article 405.02. The tack may be placed if allowed by the Engineer when the pavement temperature is 40°F and rising.

2. Nighttime Limitations for the Placement of Tack.

Grade CSS-1 and CSS-1h Emulsified Asphalts shall not be used for tack during nighttime paving operations.

3. Weather Limitations for the Placement of Tack.

Tack material shall not be applied on a wet surface or when in the Engineer's opinion weather conditions are not suitable. NTSS-1HM may become slippery when wet.

4. Temperature Limitations for the Placement of Tack. Temperature limitations for the placement of tack coat material shall be the same as specified in Subarticle 410.03(b) for plant mixed pavements. NTSS-1HM material shall not be used for cold applied asphalt pavement.

(c) Preparation of Surface.

Loose material, dust, dirt, and all foreign matter shall be removed from the surface to be treated. All surfaces (new pavement, milled pavement, old pavement, or concrete) shall be clean and dry prior to the tack coat application. Cleaning operations can be achieved either through mechanical brooming, by flushing with water, vacuuming, blowing off debris using high-pressure air or other methods as determined by the Contactor, unless otherwise shown on the plans. The surface must be approved by the Engineer before application of the tack material.

(d) Application.

1. General

Tack coat material application rates and temperatures shall meet the requirements given in the tables below:

UNDILUTED APPLICATION RATE BY SURFACE TYPE, gal/yd ²				
Tack Material	New HMA or New Surface Treatment	Existing HMA or Existing Surface Treatment	Milled Surface	PCC
Emulsions	0.03 - 0.07	0.06 - 0.11	0.06 - 0.12	0.05 - 0.08
PG Asphalt Binder	0.02 - 0.05	0.04 - 0.07	0.04 - 0.09	0.03 - 0.05

TACK APPLICATION TEMPERATURES, °F	
Cationic Emulsified Asphalt	130 - 170
Anionic Emulsified Asphalt	150 - 180
Non-Ionic Emulsified Asphalt	150 - 180
PG Asphalt Binder	275 - 375

Tack coat shall be applied uniformly to the pavement surface to obtain full coverage. Tack coat applications that are streaky or striped in appearance will not be allowed and shall be reapplied.



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An asphalt distributor shall be provided for use on all accessible areas; inaccessible areas such as around manholes, etc. may be coated by other methods, approved by the Engineer.

Tack coat shall be applied to all contact surfaces of curbs, gutters and manholes. Tack shall also be applied to the adjacent pavement edges (transverse and longitudinal) of all new base layers of Section 424 (Superpave), binder and wearing layers of Section 424 (Superpave) and Section 423 (Stone Matrix Asphalt), and to the joints in the surface layers between existing HMA pavement and new HMA pavement. This tack may be applied with the pavement surface tacking operation or in a separate pass. In either case, the surfaces, edges, and joints shall be thoroughly coated with tack.

Adjacent surfaces, such as gutters and the like, that are not to be in contact with the mix shall be adequately protected from the spray by means of heavy paper securely fastened in place or by other satisfactory means. Any such surface soiled by tack coat material shall be cleaned and restored to its previous condition without additional compensation.

2. CrafcTM and PavonTM.

The following will apply if the Contractor uses CrafcTM or PavonTM for application on adjacent pavement edges and joints.

As a separate application from the tack coat, these products shall be applied by being sprayed or rolled on the face of the adjacent pavement edges and joints.

These products shall be placed at the rates and temperatures given in the following table.

APPLICATION RATES AND TEMPERATURES		
Product	Application Rate	Application Temperature
Pavon TM	40 gallons per mile per inch of lift with a +/- 10 % tolerance A	Ambient Temperature
Crafc TM Pavement Joint Adhesive Part No. 34524	70 gallons per mile per inch of lift with a +/- 10 % tolerance	360 °F – 400 °F

The Engineer will limit the length of product placement ahead of the asphalt spreader (usually no more than 1000 feet) to reduce the possibility of damage. The Engineer will also require the placement of PavonTM far enough ahead of the asphalt spreader to allow the curing of the product.

(e) Curing

Tack coat materials shall be fully cured before application of the overlying asphalt pavement layer is placed. Emulsified asphalt materials are considered as cured when the emulsion color has completely turned black. The NTSS-1HM asphalt emulsion shall be covered as soon as practical.

Tack coat material shall be spread only far enough in advance to permit the construction to progress consistently, uniformly, and continuously after the curing period and shall not be applied so far in advance that the viscous quality will be reduced by traffic prior to construction thereon. Tack coat that is damaged, loses its viscous quality before being covered, or is tracked off the surface by construction equipment, shall be reapplied without extra compensation.



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405.04 Method of Measurement.

The amount of bituminous material used as directed for tack coat will be measured in gallons {liters}, as specified in Article 109.02. If Crafc0 or Pavon products are used, the Contractor shall provide a suitable means of measurement of the gallons of product used.

405.05 Basis of Payment.

(a) Unit Price Coverage.

The amount of bituminous material used as directed for tack coat, measured as noted above, will be paid for at the contract unit price bid per gallon which shall be full compensation for furnishing the bituminous material, hauling, heating, application, curing, and maintaining and for all equipment, tools, labor, and incidentals necessary to complete the work.

(b) Payment will be made under Item No.:

405-A Tack Coat - per gallon

SECTION 407 JOINT SEALANT FOR HMA PAVEMENT

This Section shall be deleted from the Standard Specifications.

SECTION 804 ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Table 5 in Subarticle 804.07(e) shall be replaced with the following:

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.



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**END OF
PROPOSAL**



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CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between MOBILE COUNTY, ALABAMA, a political subdivision of the State of Alabama, party of the first part (hereinafter called the COUNTY) and _____, party of the second part (hereinafter called the CONTRACTOR), WITNESSETH:

WHEREAS, the COUNTY desires the improvement and construction of a certain road hereinafter more particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all the work and labor for the said purpose;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of a road in, MOBILE COUNTY, known as PROJECT NUMBER RA-49-04-21, same to be for RESURFACING AND STRIPING CREOLA-AXIS LOOP ROAD N. FROM CREOLA-AXIS LOOP ROAD E. WESTERLY TO OLD U.S. HIGHWAY 43, LENGTH 1.22 MILES of road in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Supplemental Specifications) prepared (or approved) by Mobile County, the originals of which are on file in the Office of the County Engineer of Mobile County, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as the same had been set forth at length in the body of this Agreement.
2. The COUNTY agrees and promises to pay to the CONTRACTOR for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal amounting approximately to _____ DOLLARS (\$ _____), payments made as provided in said Specifications upon presentation of the proper certificates of Mobile County and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.



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3. The said work shall commence 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 in sixty (60) working days in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the County Engineer of Mobile County or his representatives. 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, current non-metric edition, for each working day beyond the required date of completion.
4. The decision of the County Engineer of Mobile County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.
5. 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



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IN WITNESS WHEREOF, MOBILE COUNTY has caused these present to be executed by MERCERIA LUDGOOD, PRESIDENT of the MOBILE COUNTY COMMISSION AND

_____, THE CONTRACTOR, has hereto set his/her hand and seal this day and year above written.

THE MOBILE COUNTY COMMISSION OF
MOBILE COUNTY, ALABAMA

By: _____
MERCERIA LUDGOOD, President
Mobile County Commission

Attest:

(SEAL)

GLENN L. HODGE, County Administrator

Two Witnesses:

_____ (Contractor)

_____ (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)



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STATE OF ALABAMA]
COUNTY OF _____]

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____
whose name as _____
of _____, 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 _____, 2021.

NOTARY PUBLIC, _____ COUNTY, ALABAMA

(NOTARY SEAL)

My commission expires

STATE OF ALABAMA]
COUNTY OF _____]

I, _____, a Notary Public in and for said State and County, hereby certify that MERCERIA LUDGOOD and GLENN L. HODGE, 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 _____, 2021.

NOTARY PUBLIC, _____ COUNTY, ALABAMA

My commission expires



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INSTRUCTIONS FOR BONDS

1. The full name (given, initial, surname) and residence of each individual party to the Bonds 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 Bonds as individuals.
3. The State of Incorporation of each corporate party to bonds must be inserted in the first paragraph and the Bonds must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bonds must not be prior to the date of the Contract.



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the Principal, and

(Insert here the name and address of legal title of one or more sureties)

_____ and

_____ 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 (\$_____) 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:

Project Number RA-49-04-21; Resurfacing and Striping Creola-Axis Loop Road N. from Creola-Axis Loop Road E. westerly to Old U.S. Highway 43, length 1.22 miles.

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.



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PERFORMANCE BOND Page 2 of 2

Signed and Sealed this _____ day of _____, 2021.

(Individual principals sign here)

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)

(Corporate Principal Sign Here)

(Type name here)

Attest:

By: _____

(Surety Sign Here)

(Type Name Here)

Witness:

By: _____

Countersigned:



Mobile County Rebuild Alabama Fund



LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as Principal, and _____

_____ 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

(\$ _____) 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 _____ 2021, (Hereinafter called the Contract) for

Project Number RA-49-04-21; Resurfacing and Striping Creola-Axis Loop Road N. from Creola-Axis Loop Road E. westerly to Old U.S. Highway 43, length 1.22 miles

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.



Mobile County Rebuild Alabama Fund



LABOR AND MATERIALS BOND Page 2 of 2

(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 §39-1-1 of The Code of Alabama, 1975 edition, as amended and as required by Section 103.05 (b) of the current edition of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 non-metric edition.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2021.

(Individual Principals sign here)

_____(SEAL)

By: _____(SEAL)

In the Presence Of:

(Corporate Principal sign here)

Attest:

BY: _____
Surety Sign Here

Witness:

BY: _____