

## Advertisement for Bid Calhoun County

Calhoun County is taking sealed bids for labor, equipment, materials, and any incidentals required to complete the work required for project CCP08-103-24 Bridge Replacement on Alexandria-Wellington Road in Calhoun County. This bid is intended to comply with Alabama Code Title 39, the Alabama Public Works Law. Bidders shall be required to comply with the provisions of Title 39 of the Alabama Code and other applicable laws 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 CCP08-103-24 Alexandria-Wellington Road 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.

Sealed bids will be received by the Calhoun County Commission at 1702 Noble Street, Suite 103 until 2:00 PM Central Time on September 23, 2025, and then publicly opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Calhoun County Commission.

Specifications are on file and may be acquired at the Calhoun County, Alabama, Engineering Department, 160 Seaton Drive, Anniston, Alabama 36205.

Phone Number: 256-237-4657

Calhoun County Hours of Operation are 7:00 A.M. to 3:30 P.M. (Central Time) from Monday through Friday.

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

Calhoun County Commission

# Specifications and Proposal

Alexandria Wellington Road Bridge

Proposal of  
Contractor Name: \_\_\_\_\_

Of (City, State): \_\_\_\_\_

ALDOT Contractor Identification Number: \_\_\_\_\_

Alabama General Contractors License Number: \_\_\_\_\_

Project Sponsor:  
**Calhoun County Commission**  
1702 Noble Street  
Suite 103  
Anniston, AL 36201

Prepared By:  
**Atlas Technical Consultants**  
2550 Acton Road, Suite 200  
Birmingham, AL 35243  
[www.oneatlas.com](http://www.oneatlas.com)



## **INSTRUCTIONS TO BIDDERS (State-funded Projects)**

The instructions listed on this page are offered as a courtesy to bidders in order to help avoid situations in which proposals may have to be rejected or eliminated from consideration due to common pitfalls and oversights. This page shall not be considered an official part of the proposal or contract documents, and shall have no binding effect upon them. While completion of the following checklist by the contractor is entirely voluntary, the items listed herein are generally required in order for a bid to be considered.

### **CHECKLIST**

- [ ] Submit Proposal on ORIGINAL documents (not copy) provided by owner.  
(Your set is numbered serially and is not transferrable to another bidder.)
- [ ] Everything in INK or TYPED.
- [ ] Fill in Date & Time of bid opening and Name(s) & Address of Bidder(s) on Page 1.
- [ ] List State Contractor's License number in space provided on Page 1.
- [ ] Complete information on Page 1A for any Addenda received.
- [ ] Enter Prices & Amounts on Contract Schedule.
- [ ] Separate dollars & cents with a single decimal (per Spec. Prov. 22-LPA-001).
- [ ] Follow instructions (if applicable) in Subarticle 102.06(b) of Spec. Prov. 22-LPA-001, for any included "Alternates", "Cumulative Alternates", or alternate specified types of materials.
- [ ] Sign the Proposal, Page 3, after the Contract Schedule.
- [ ] Complete Page 2 of 100% STATE FUNDED PROJECTS as follows:
- [ ] List Name(s) of Contractor (all if partnership or Jt. Venture).
- [ ] Sign, Date & Notarize.
- [ ] Attach proof of Alabama General Contractor's License as per instructions
- [ ] Non-resident (out-of-state) bidders: Attach letter from attorney as per Subarticle 103.02(a) of Spec. Prov. 22-LPA-001 (can be dated no earlier than 4 weeks prior to bid opening).
- [ ] Bid Bond to be signed by same person signing Proposal.
- [ ] Bid Bond executed by Surety's Agent (or cashier's check from an Alabama bank attached).
- [ ] Attach valid Power of Attorney to Bid Bond (unless check attached instead).
- [ ] Mark envelope "Proposals for Highway Work" or "Bid Proposal".
- [ ] List Project No., etc. on envelope (see 102.10 in Spec. Prov. 22-LPA-001).
- [ ] Deliver Proposal with Bid Bond or check, and other required attachments, in SEALED envelope.
- [ ] Submit Proposal prior to date & time set for opening bids.

**PROPOSAL**  
**FOR THE CONSTRUCTION OF COUNTY PROJECT**  
**No. CCP 08-103-24**  
**CALHOUN COUNTY, ALABAMA**

DATE: \_\_\_\_\_

TIME : \_\_\_\_\_ : \_\_\_\_\_ M

PROPOSAL OF \_\_\_\_\_  
(Name of Bidder)LICENSE No. \_\_\_\_\_ OF \_\_\_\_\_  
( Required to Bid ) (Address)

for constructing the Alexandria Wellington Road Bridge in the County of Calhoun, State of Alabama.

The plans are composed of drawings identified as follows:

PROJECT No. CCP 08-103-24

The specifications are hereto attached.

TO THE COUNTY ENGINEER OF CALHOUN COUNTY, ALABAMA:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, including the special provisions hereto attached, and has 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 material in the manner specified.

The undersigned further agrees to complete the entire project in 130 working days.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, unit prices will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details and exceptions):

**BID GUARANTIES RETURNED**

Successful Bidder. . . . .

**After contract & bonds executed and approved.** May be allowed to substitute bond for check after 30 days after bid opening.

Next 2 Lowest Bidders . . .

**15 days** after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.

All others . . . . .

**After bids tabulated and checked.**

**AWARD OF CONTRACT . . . . .**

Within **30 days** after bid opening, or later if agreed to.

**EXECUTION OF CONTRACT .**

Contractor must execute within **15 days** after presentation for signature. May be extended no more than 5 days by owner.

**APPROVAL OF CONTRACT. . .**

Owner approves within **20 days** after presentation by contractor, unless contractor agrees to a longer period.

**WORK ORDER ISSUED . . . . .**

Within **15 days** after approval and execution of contract by owner. May be extended by agreement.

**TIME CHARGES BEGIN. . . . .**

Within **15 days** of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

# CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
(Day) (Month)  
Two Thousand \_\_\_\_\_, by and between  
(Year written in words)  
Calhoun County, Alabama, party of the first part (hereinafter called the **Owner**)  
and \_\_\_\_\_ of  
(Name of Contractor)  
\_\_\_\_\_, party  
(Mailing Address)  
of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of **ALEXANDRIA WELLINGTON ROAD BRIDGE**, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

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 construction of the **Project** in Calhoun County, Alabama, known as Project Number **CCP 08-103-24**, 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 Special Provisions) prepared for the **Owner**, the originals of which are on file with the **Owner**, 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 if the same had been set forth at length in the body of this Agreement.

2. The **Owner** 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 \_\_\_\_\_  
(Amount written  
in words) dollars (\$ \_\_\_\_\_),  
(Amount in numerals)  
payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** 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.

IN WITNESS WHEREOF, CALHOUN COUNTY, ALABAMA has caused these  
presents to be executed by its COUNTY ENGINEER and \_\_\_\_\_  
\_\_\_\_\_, the **Contractor**, has hereto set his  
Contractor)  
hand and seal this the day and year above written.

ATTEST:

CALHOUN COUNTY, ALABAMA,

\_\_\_\_\_  
COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
as COUNTY ENGINEER

NAME OF CONTRACTOR: \_\_\_\_\_  
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

By: (X) \_\_\_\_\_  
Contractor's Signature  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

By: (X) \_\_\_\_\_  
Contractor's Signature  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

By: (X) \_\_\_\_\_  
Contractor's Signature  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

(X) \_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
Title

**CALHOUN COUNTY PROJECT No. CCP 08-103-24**

**CONTRACT SCHEDULE**

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE	AMOUNT BID
1	201A002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000/ACRE)(APPROXIMATELY 1 ACRE)	1	LS	\$	\$
2	206A000	REMOVAL OF OLD BRIDGE, STATION 14+54.00	1	LS	\$	\$
3	206D011	REMOVING FENCE	145	LIN FT	\$	\$
4	210A000	UNCLASSIFIED EXCAVATION	156	CU YD	\$	\$
5	210D001	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	205	CU YD	\$	\$
6	301A012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	550	SQ YD	\$	\$
7	401A000	BITUMINOUS TREATMENT A	485	SQ YD	\$	\$
8	405A000	TACK COAT	50	GALLON	\$	\$
9	424A360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	45	TON	\$	\$
10	424B650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	90	TON	\$	\$
11	430B043	AGGREGATE SURFACING (1" DOWN, CRUSHER RUN)	50	TON	\$	\$
12	450B000	REINFORCED CEMENT CONCRETE BRIDGE END SLAB	30	SQ YD	\$	\$
13	502A000	STEEL REINFORCEMENT	29641	POUND	\$	\$
14	502B000	STEEL REINFORCEMENT FOR BRIDGE SUPERSTRUCTURE, STATION 14+49.00, APPROXIMATELY 60,838 POUNDS	1	LS	\$	\$
15	505G003	PILE POINTS (TYPE A, 12")	20	EACH	\$	\$
16	505M002	STEEL PILING FURNISHED AND DRIVEN (HP 12X53)	375	LIN FT	\$	\$
17	506A000	DRILLED SHAFT EXCAVATION, 4'-6" DIAMETER	72	LIN FT	\$	\$
18	506B004	SPECIAL DRILLED SHAFT EXCAVATION, 4'-6" DIAMETER	23	LIN FT	\$	\$
19	506C023	DRILLED SHAFT CONSTRUCTION, 4'-6" DIAMETER, CLASS DS2 CONCRETE	95	LIN FT	\$	\$
20	508A000	STRUCTURAL STEEL	5571	POUND	\$	\$
21	510A007	BRIDGE SUBSTRUCTURE CONCRETE	103	CU YD	\$	\$
22	510C051	BRIDGE CONCRETE SUPERSTRUCTURE, STATION 14+49.00, APPROXIMATELY 242 CUBIC YARDS	1	LS	\$	\$
23	510E-000	GROOVING CONCRETE BRIDGE DECKS	653	SQ YD	\$	\$



LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE	AMOUNT BID
24	510J000	BRIDGE BARRIER RAIL, TYPE 36" SINGLE SLOPE	608	LIN FT	\$	\$
25	511A051	ELASTOMERIC BEARING TYPE 2 (MARK B2)	8	EACH	\$	\$
26	511A052	ELASTOMERIC BEARING TYPE 2 (MARK B3)	8	EACH	\$	\$
27	511A065	ELASTOMERIC BEARING TYPE 2 (MARK B5)	8	EACH	\$	\$
28	511A080	ELASTOMERIC BEARING TYPE 4 (MARK VB1)	8	EACH	\$	\$
29	513B003	PRETENSIONED - PRESTRESSED CONCRETE GIRDERS, TYPE I (SPECIALTY ITEM)	154	LIN FT	\$	\$
30	513B004	PRETENSIONED - PRESTRESSED CONCRETE GIRDERS, TYPE II (SPECIALTY ITEM)	234	LIN FT	\$	\$
31	513B005	PRETENSIONED - PRESTRESSED CONCRETE GIRDERS, TYPE III (SPECIALTY ITEM)	317	LIN FT	\$	\$
32	513B029	PRETENSIONED - PRESTRESSED CONCRETE GIRDERS, BT-54 MODIFIED (SPECIALTY ITEM)	453	LIN FT	\$	\$
33	600A000	MOBILIZATION	1	LS	\$	\$
34	602A000	RIGHT OF WAY MARKERS	15	EACH	\$	\$
35	610A004	LOOSE RIPRAP, CLASS 2, 24" THICK	910	SQ YD	\$	\$
36	610D003	FILTER BLANKET, GEOTEXTILE	925	SQ YD	\$	\$
37	620A000	MINOR STRUCTURE CONCRETE	8	CU YD	\$	\$
38	630C003	GUARDRAIL END ANCHOR, TYPE 13	2	EACH	\$	\$
39	630C050	GUARDRAIL END ANCHOR, TYPE 20	2	EACH	\$	\$
40	650A000	TOPSOIL	310	CU YD	\$	\$
41	654A000	SOLID SODDING	2800	SQ YD	\$	\$
42	659C002	EROSION CONTROL PRODUCT, TYPE S2	100	SQ YD	\$	\$
43	665E000	POLYETHYLENE	100	SQ YD	\$	\$
44	665F000	HAY BALES	100	EACH		
45	665J002	SILT FENCE	1000	LIN FT	\$	\$
46	665L000	FLOATING BASIN BOOM	200	LIN FT	\$	\$
47	665O001	SILT FENCE REMOVAL	1000	LIN FT	\$	\$
48	665Q002	WATTLE	40	LIN FT	\$	\$
49	674A000	CONSTRUCTION SAFETY FENCE	500	LIN FT	\$	\$
50	680A001	GEOMETRIC CONTROLS	1	LS	\$	\$
51	698A000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$ 45,000.00)	1	LS	\$	\$
52	701G154	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	1000	LIN FT	\$	\$
53	705A005	PAVEMENT MARKERS, CLASS A, TYPE 2-D	13	EACH	\$	\$
54	720A072	VEHICULAR IMPACT ATTENUATOR ASSEMBLY (MASH)(BI-DIRECTIONAL, TL-2)	2	EACH	\$	\$

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT		UNIT PRICE		AMOUNT BID	
55	740D000	CHANNELIZING DRUMS	25	EACH	\$		\$	
TOTAL BID AMOUNT:							\$	

Project No.: \_\_\_\_\_  
City/County: \_\_\_\_\_  
Proposal No.: \_\_\_\_\_  
Letting Date: \_\_\_\_\_

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 sheets for review and consideration.

\_\_\_\_\_  
Contractor's Signature  
(Authorized Company Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Contractor(s) Signature (if joint venture)  
(Authorized Company Representative)

\_\_\_\_\_  
Date

**100% STATE FUNDED PROJECTS****NOTICE**

**PLEASE READ AND COMPLETE SECTIONS A THROUGH B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATE THROUGH PAGE 2 OF THIS NOTICE, PRIOR TO AWARD, WILL CAUSE THE BID TO BE CONSIDERED A NONRESPONSIVE. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.**

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

**Section A: CONTRACTOR'S CERTIFICATION**

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

The contractor further proposes to execute the attached Contract Agreement as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, in an amount equal to the total amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days\* after notice of award, the awarding authority shall retain from the proposal guaranty if it is a cashier's check or recover from the principal and/or the sureties if the guaranty is a bid bond the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$10,000.00. If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specification for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

\*Time may be modified by Special Provision.

**NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION) THE SAME MAY EXECUTE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A NOTARY PUBLIC AFTER BEING SWORN. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED, AND NOTARIZED BELOW.**

### **Section B: COLLUSION**

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the same is true and correct; and that I recognize that by signing this certification I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Signature of Contractor: If contractor is an **INDIVIDUAL**, signature of individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of a partner is required; if contractor is a **JOINT VENTURE**, appropriate signatures of each co-venturor is required.

Legal Name of Contractor:

\_\_\_\_\_  
(Partnership, Joint Venture, Corporation or Individual)

By: \_\_\_\_\_  
(Signature of Officer or Individual, as Applicable)

By: \_\_\_\_\_  
If JOINT VENTURE (Signature of Officers or Individuals, as Applicable)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY. PROPOSAL WILL NOT BE CONSIDERED UNLESS (IN ACCORDANCE WITH SECTION 34-8-8, CODE OF ALABAMA 1975, AS AMENDED) THE CONTRACTOR SHOWS EVIDENCE OF POSSESSING A GENERAL CONTRACTORS LICENSE. EVIDENCE OF LICENSURE SHALL BE SATISFIED BY PLACING THE BIDDER'S CURRENT LICENSE NUMBER, AS ISSUED BY THE STATE LICENSING BOARD FOR GENERAL CONTRACTORS, ONTO THE PROPOSAL COVER.**

**NOTE:** PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and \_\_\_\_\_  
(Name of  
\_\_\_\_\_, as **Surety**, are held and firmly  
Surety)

bound unto

### CALHOUN COUNTY COMMISSION

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), 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 **CCP 08-103-24**, located in the County of Calhoun, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and 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 and conditions of the contract, then this obligation will 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 acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

\_\_\_\_\_, Doing Business As, \_\_\_\_\_  
(Name of Individual) (Business Name)  
Business Mailing Address: \_\_\_\_\_  
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

\_\_\_\_\_  
(Name of Partnership, Joint Venture or Corporation\*) - (If Two Corporations\*\*)

Business Mailing  
Address: \_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing  
Address: \_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing  
Address: \_\_\_\_\_ BY: \_\_\_\_\_ (L.S.)  
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

\*(Corporate Seal)  
Attest:

\_\_\_\_\_  
(Secretary)

Name of State under the laws of which  
the Corporation was chartered:

\_\_\_\_\_  
(State)

\*\*(Corporate Seal)  
Attest:

\_\_\_\_\_  
(Secretary)

Name of State under the laws of which  
the Corporation was chartered:

\_\_\_\_\_  
(State)

**SURETY:** \_\_\_\_\_  
(Name of Surety)

BY (AGENT): \_\_\_\_\_  
(Attorney in Fact)

AGENT'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(Mailing Address)

**NOTICE:** VALID POWER OF ATTORNEY  
MUST BE ATTACHED.

# ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

## SECTION 101 DEFINITION OF TERMS

### 101.01 Definitions

*This Article (101.01) shall be amended to include the following Subarticle:*

#### (d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.



## SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

### 102.02 Qualification of Bidders.

***This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:***

#### (a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

***This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:***

#### (b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

### **102.03 Contents of Proposal Form.**

***This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:***

#### **(b) ADDENDA.**

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

### **102.06 Preparation of Proposal.**

***This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:***

#### **(a) PROPOSAL FORM.**

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

***This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:***

#### **(b) DETAILS.**

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

***This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:***

**(c) SIGNING.**

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

***This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.***

#### **102.07 Irregular Proposals.**

***This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:***

**(a) GENERAL.**

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

#### **102.08 Combination Bids.**

***This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:***

**(a) COMBINATION BIDDING.**

**6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.**

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

***This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:***

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

**102.10 Delivery of Proposals.**

***This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:***

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

**102.11 Withdrawal or Revision of Proposals.**

***This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:***

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

**102.13 Multiple Bids.**

***This Article (102.13) shall be deleted in its entirety.***

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**103.02 Award of Contract.**

***This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:***

## (a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

## SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

### 107.21 Stormwater Management.

***This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:***

#### (c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

## SECTION 109 MEASUREMENT AND PAYMENT

### 109.12 Final Payment

***This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:***

#### (c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

## **SECTION 110 CLAIMS**

### **110.04 Claims Process.**

***This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:***

#### **(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 LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

#### **(b) PARTICIPATION AND REVIEW BY ALDOT.**

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

### **110.06 Auditing of Claims.**

***This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:***

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.



# ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023

Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

## SECTION 105 CONTROL OF WORK

### 105.15 Acceptance.

*This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:*

#### (a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

#### (b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars (\$100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: \_\_\_\_\_

RE: Contract/Grant/Incentive (*describe by number as subject*):

\_\_\_\_\_ by and between  
\_\_\_\_\_(Contractor/Grantee) and  
\_\_\_\_\_(State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as “the Act”.
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. “Business entity” shall include, but not limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

☐ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

☐ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

# **BOND**

## **FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA,  
CALHOUN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, and,  
\_\_\_\_\_, as Surety,  
are held and firmly bound unto CALHOUN COUNTY, ALABAMA, as Obligee, in the penal sum of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), for the payment of which well and truly to be made, we hereby bind ourselves,  
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of ALEXANDRIA WELLINGTON ROAD BRIDGE in Calhoun County, Alabama, to-wit: known as Project No. CCP 08-103-24, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: \_\_\_\_\_  
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) \_\_\_\_\_ (X) \_\_\_\_\_  
Contractor's Signature Witness

\_\_\_\_\_  
Title/Address Title

By: (X) \_\_\_\_\_ (X) \_\_\_\_\_  
Contractor's Signature Witness

\_\_\_\_\_  
Title/Address Title

By: (X) \_\_\_\_\_ (X) \_\_\_\_\_  
Contractor's Signature Witness

\_\_\_\_\_  
Title/Address Title

\_\_\_\_\_  
NAME OF SURETY

BY: \_\_\_\_\_

ATTORNEY-IN-FACT  
Countersigned by Alabama Licensed Insurance  
Producer for Surety, if applicable:

\_\_\_\_\_  
Producer's Name License No.

\_\_\_\_\_  
Address

**NOTICE TO INSURANCE PRODUCER:**

Please print or write legibly your name and  
complete address below including  
PRODUCER'S COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRODUCER'S COMPANY

**BOND**  
**FOR PAYMENT OF**  
**LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA,  
CALHOUN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, and,  
\_\_\_\_\_, as Surety,  
are held and firmly bound unto CALHOUN COUNTY, ALABAMA, as Obligee, in the penal sum of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), for the payment of which well and truly to be made, we hereby bind ourselves,  
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of ALEXANDRIA WELLINGTON ROAD BRIDGE in Calhoun County, Alabama, to-wit: known as Project No. CCP 08-103-24, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: \_\_\_\_\_  
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title

\_\_\_\_\_  
NAME OF SURETY

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT  
Countersigned by Alabama Licensed Insurance  
Producer for Surety, if applicable:

\_\_\_\_\_  
Producer's Name                      License No.

\_\_\_\_\_  
Address

**NOTICE TO INSURANCE PRODUCER:**  
Please print or write legibly your name and  
complete address below including  
PRODUCER'S COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PRODUCER'S COMPANY



**SPECIAL PROVISIONS**  
**PROJECT No. CCP 08-103-24**  
**CALHOUN COUNTY HIGHWAY DEPARTMENT**  
**CALHOUN COUNTY, ALABAMA**

The following Special Provisions are supplementary requirements and amendments to the Alabama Department of Transportation Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first two Special Provisions listed below shall take precedence over the remaining Special Provisions. ***Calhoun County shall be the primary authority for this project. Any reference to the Alabama Department of Transportation as the controlling authority in the execution of this project shall be superseded by the County.***

<b><u>S.P. CODE</u></b>	<b><u>SPECIAL PROVISION</u></b>
22-GA0005	Cross Slope on HMA Pavements (non-NHS)
22-GA0006	Delay Begin Work Date (County Projects)
22-GA0008	Asphalt Pavement
22-GA0009	Topsoil
22-GA0010(2)	Work Performed and Progress Based Pay Items
22-GA0013(2)	Roadway Signs, Construction Signs, and Cones
22-GA0014	Bridge Barrier Rail
22-GA0017	Electronic Submittals for Shop Drawings and Working Drawings
22-GA0019	Elastomeric Bearings
22-GA0027	Cement
22-GA0028	Build America, Buy America Act
22-GA0036	Contractor's Advertisement of Completion
22-GA0037	Structural Portland Cement Concrete
22-GA0042(2)	Drilled Shaft Construction
22-GA0049	Construction Signs – Roll Up Signs and Temporary Sign Stands
22-LD0001(2)	Liquidated Damages

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: November 15, 2021

GASP No. 22-GA0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Cross Slope on HMA Pavements (non-NHS).

Alabama Standard Specifications, 2022 Edition, Section 410 shall be amended as follows:

## SECTION 410 HOT MIX ASPHALT PAVEMENTS

### 410.03 Construction Requirements.

#### (a) Equipment.

4. Asphalt Pavers or Spreaders.

*The fourth paragraph of Item 410.03(a)4 shall be replaced by the following:*

All asphalt paving machines shall be operated with automatic grade and slope controls unless otherwise directed by the Engineer. (The Engineer will not require operation with automatic slope controls when the requirement for "Match Existing" is given on the plans for the required finished cross slope.) The automatic grade controls shall be a contact ski, a mobile stringline, or non-contact sonic averaging sensors. The effective length of these controls shall be a minimum of 24 feet {7.3 m}. In the event of a malfunction of the automatic control system, the spreading operation shall be discontinued after one hour until the equipment is repaired.

### 410.05 Surface and Edge Requirements.

#### (a) Surface Smoothness Requirements.

2. Perpendicular to Centerline of Roadway.

*Item 410.05(a)2 shall be replaced by the following:*

2. Perpendicular to Centerline of Roadway.

The finished surface of all base, binder, and wearing surface layers shall not vary more than 1/4 of an inch {6 mm} from a 10 foot {3.0 m} straightedge placed perpendicular (at a right angle) to the centerline of the roadway anywhere on the surface.

The required cross slope on tangent sections will be shown as either "Match Existing" or "n %". "Match Existing" shall be the placement of pavement layers without the need for making adjustments to the rates of placement to change the cross slope or superelevation that exists at the time of placement. The letter "n" will be the cross slope in percent. The cross slope "n" will usually be 2 %.

If "n % Approximate" is shown, corrections will be required utilizing milling and/or leveling to bring the cross slopes to approximately n %. Upon completion of the corrective work and paving operations, the resulting cross slopes shall be within a tolerance of plus or minus 0.5 % of the required slope unless shown otherwise on the plans.

When superelevation rates for curves are shown on the plans, the resulting cross slopes shall be within a tolerance of plus or minus 0.5 % of the required slope unless shown otherwise on the plans.

# ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021

GASP No. 22-GA0006

EFFECTIVE DATE: January 1, 2022

SUBJECT: Delay Begin Work Date (County Projects).

Alabama Standard Specifications, 2018 Edition, SECTION 108 shall be amended as follows:

## SECTION 108 PROSECUTION AND PROGRESS

### 108.08 Determination of Contract Time.

#### (b) Beginning and end of Contract Time.

*Subarticle 108.08(b) shall be replaced by the following:*

#### (b) Beginning and end of Contract Time.

Contract time charges shall begin when the Contractor begins work on a pay item or incidental work that will interfere with traffic, but in no case later than **90 calendar days** after date of issuance of notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: September 8, 2022

GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

## SECTION 106 CONTROL OF MATERIALS

### 106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

#### (b) Quality control.

*The following note shall be added after Table I and will apply to all types of asphalt mixes.*

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

#### (c) Quality Assurance.

##### 4. Testing and Lot Verification.

*Item 106.09(c)4 shall be replaced by the following:*

##### 4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

#### 5. Referee Testing

##### a. Laboratory:

***Subitem 106.09(c)5a shall be replaced by the following:***

##### a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

## **SECTION 401**

### **BITUMINOUS SURFACE TREATMENTS**

#### **401.01 Description.**

##### **(b) Bituminous Treatment Table.**

*Article 401.01(b) shall be replaced with the following:*

##### **(b) Bituminous Treatment Table.**

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE				SUBARTICLE 401.01(b)	
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m <sup>2</sup> } of Treatment **	
		Size	cu. ft./ sq. yd. {m <sup>3</sup> /m <sup>2</sup> }	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 - 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 - 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 - 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 - 0.21 {0.81-0.95}	0.20 - 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 - 0.25 {1.00-1.13}	0.25 - 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 - 0.29 {1.18-1.31}	0.31 - 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 - 0.36 {1.49-1.63}	0.38 - 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 - 0.58 {2.49-2.63}	0.62 - 0.65 {2.81 - 2.94}

\* Appropriate rate will be set by engineer within the maximum and minimum range

\*\* For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.

\*\*\* Aggregate for this treatment shall be crushed aggregate.

\*\*\*\* Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

### 401.03 Construction Requirements.

#### (a) Equipment.

2. Pressure Distributor.

*Item 401.03(a)2 shall be replaced by the following:*

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

## **SECTION 410**

### **ASPHALT PAVEMENTS**

#### **410.01 Description.**

*Article 410.01 shall be replaced by the following:*

#### **410.01 Description.**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording "Wearing Surface".

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

#### **410.03 Construction Requirements.**

##### **(c) Preparation of Underlying Surface.**

##### **3. Leveling.**

*Item 410.03(c)3 shall be replaced by the following:*

##### **3. Leveling.**

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superelevation when directed.



## SECTION 420 POLYMER MODIFIED OPEN GRADED FRICTION COURSE

### 420.02 Materials.

#### (e) Tack Coat Materials

*Subarticle 420.02(e) shall be replaced by the following:*

#### (e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max. <sup>1</sup>
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. <sup>2</sup>
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive <sup>3</sup>	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 <sup>4</sup>	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-
1. Sieve test may be waived based on successful application in the field.			
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.			
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.			
4. ASTM D 5546 may be used when polymers block the filter during the test.			

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T 49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

## SECTION 423 STONE MATRIX ASPHALT (SMA) (FIBER STABILIZED ASPHALT CONCRETE)

### 423.02 Materials.

#### (c) Blend of Aggregates.

*In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:*

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

## SECTION 424 SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

### 424.02 Materials.

#### (c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

***Item 424.02(c)4 shall be replaced by the following:***

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
$\leq 20$	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
$\geq 35$	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

## SECTION 804 ASPHALT MATERIALS

### 804.07 Tables of Asphalt Materials.

*Article 804.07 shall be replaced by the following:*

### 804.07 Tables of Asphalt Materials.

#### (a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 58-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

#### (b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 64-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		

Dynamic Shear, $G^* \sin \delta$	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, $\delta$	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

**(c) Asphalt Materials Table Number 3, Grade PG 67-22.**

<b>ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)</b>		
Property	Grade PG 67-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, $G^*/\sin \delta$	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, $G^*/\sin \delta$	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, $G^* \sin \delta$	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, $\delta$	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

<b>ASPHALT MATERIALS TABLE NO. 4</b> <b>SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER</b>		
Property	Grade PG 76-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 % @ 10°C	AASHTO T 301 <sup>1</sup>
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313
<sup>1</sup> The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.		

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

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

ASPHALT MATERIALS TABLE NO. 5 SPECIFICATIONS FOR EMULSIFIED ASPHALTS												
VISCOSITY GRADE												
ASHTO M 208	NTSS-1HM Min-Max	NTQS-1HL Min-Max	CMS-2, CMS-2h, CSS-1, CSS-1h, CRS-2, CRS-2p* CRS-2l*	AE-P Min-Max	CMS-1hp Min-Max	CRS-1h Min-Max	CBC-1HT BC-1HT Min-Max	CRS-2h CRS-2hp* Min-Max	COQ-1h COQ-1hp* Min-Max	CNTT-1hs Min-Max	ASHTO TESTS	
Elastic Recovery/ Minimum 50 % @ 50 °F {10 °C}	--		Meet 50 % for CRS-2p and CRS-2l	--	50%	--	--	50% for CRS-2hp	50% for COQ-1hp	--	T 301 **	T 59
Viscosity, Saybolt Furoil: @ 77 °F {25 °C}, Sec @ 122 °F {50 °C}, Sec	25 500 --	100	--	10 50 --	30 400 --	-- 15-100	-- 10-100	200 500 --	20 150 --	0 100 --	T 59 T 59	*See Note #4
Settlement, 5 days, %	-- 5	-- 1.0	--	-- 5	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	T 59	
Storage Stability Test 24 hr., %	-- 1.0	-- 1.0	--	--	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	T 59	
Demulsibility, 35 m/0.8%	--	--	--	--	--	--	--	--	--	--	T 59	
Sod. Diocetyl Sulfosuccinate, %	--	--	--	--	--	--	--	60 --	--	--	T 59	
Particle Charge	Negative	Non-ionic	Positive	--	Positive	Positive	Positive	Positive	Positive	Positive	T 59	
Sieve Test, %	--	-- 0.10	--	-- 0.10	-- 0.10	-- 0.10	-- 0.30	-- 0.10	-- 0.10	0.10	T 59	
Distillation: Oil Distillate or Naphtha, by Volume of Emulsion, %	-- 1.0	60 --	--	-- 12 45 --	-- 3.0 50 --	-- 3.0 55 --	-- 50 --	-- 3.0 65 --	-- --	3.0 50 --	T 59 T 59	
Residue by Distillation, %	50 --	--	--	--	--	--	--	--	--	--	See Note #1	
Stone Coating Test, % Coated	--	--	--	--	--	--	--	--	--	--	See Note #2	
Modified Sand Coating	--	--	--	--	--	--	--	--	--	--		
Tests on Residue from Distillation: Float Test @ 140 °F {60 °C}, Sec. Solubility in CLCH:CLL2, % Ductility @ 77 °F {25 °C}, cm Ash, % by Mass Specific Gravity, 77 °F / 77 °F {25 °C / 25 °C} Softening Point Dynamic Shear @ 67 °C (G' / sinδ, 10rad/s), kPa MSCR@67 °C, J <sub>tr</sub> @ 3.2 / kPa	-- -- -- -- -- 65°C --	-- -- -- -- -- 60°C --	-- -- -- -- -- --	20 -- 97.5 -- -- -- -- --	-- -- -- -- -- 40°C -	-- -- -- -- -- 49°C --	-- -- -- -- -- 2.0	-- -- 60 -- -- -- --	-- -- 40 -- -- -- --	-- -- -- -- -- 49°C --	See Note #3 T 44 T 51 T 111 T 228 T 53 T 315 T 350 T 49	
Penetration 77 °F {25 °C}, 100 g, 5s	-- 20	20 --	--	--	45-90	40 90	--	70 100	60 110	40 90		

\* All CRS-2p, CRS-2hp, CRS-2l, and COQ-1hp shall contain a minimum of 3.0 % polymer by volume. CRS-2p shall meet the requirements given in ASHTO M 316 with the exception of polymer content. All polymers shall conform to the requirements given in Section 811. All Elastic Recovery failures will be subject to FTIR scans for acceptability.

\*\* The following exceptions shall be made to the requirements given in ASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: May 30, 2024

GASP No. 22-GA0009

EFFECTIVE DATE: December 1, 2024

SUBJECT: Topsoil.

Alabama Standard Specifications, 2022 Edition, SECTION 650 shall be amended as follows:

## SECTION 650 TOPSOIL

### 650.03 Construction Requirements.

#### (b) Application of Topsoil.

*Subarticle 650.03(b) shall be replaced by the following:*

#### (b) Application of Topsoil.

Topsoil shall be applied to the depth shown on the plans or as directed by the Engineer. Applied topsoil shall be compacted by tracking. Tracking shall be accomplished by the operation of a tracked vehicle leaving ridges perpendicular to the direction flow of water down the slope. The topsoil shall then be prepared in accordance with the requirements given in 652.03. Ground preparation and vegetation establishment operations shall commence as soon as possible after the application of topsoil per 210.03(a) to reduce the potential for the erosion of the topsoil.



# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: June 23, 2023

GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

## SECTION 101 DEFINITION OF TERMS

### 101.01 Definitions.

#### (b) Terms.

*Subarticle 101.01(b) shall be amended by the addition of the following definitions:*

**Adjusted Contract Amount.** The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

**Original Contract Amount.** The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

**Progress Based Pay Items.** Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

**State Construction Engineer.** The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

**Work Performed.** The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

*Subarticle 101.01(b) shall also be amended by the deletion of the following definition:*

**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.



## SECTION 108 PROSECUTION AND PROGRESS

### 108.04 Prosecution of Work.

#### (e) Unsatisfactory Progress.

***Subarticle 108.04(e) shall be replaced by the following:***

#### (e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[ \frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[ \frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time. (Days)

TE = Number of days of time extension. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA<sub>1</sub> = Payments for Extra Work paid by Force Account. (Dollars)

AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)

PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "(WP + FA<sub>1</sub>) / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

### 108.08 Determination of Contract Time.

#### (d) Monthly Statement and Time Charges.

##### 2. Contracts on a Calendar Day or Date Basis.

***Item 108.08(d)2. shall be replaced by the following:***

##### 2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.



**108.09 Extension of Contract Time.**

*Article 108.09 shall be replaced by the following:*

**108.09 Extension of Contract Time.****(a) Days or Date of Time Extension.**

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

**(b) Extension of Contract Time due to Extra Work.**

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

**(c) Extension of Contract Time due to Contract Overrun.**

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[ \frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when  $WP - EW$  is greater than  $OC - PBPI_1$ .)

Where,

TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)

CT = Original Contract time. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

$FA_2$  = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)

EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI<sub>1</sub> = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

**(d) Contractor's Request for an Extension of Contract Time.**

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension



directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

## SECTION 600 MOBILIZATION

### 600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

### 600.02 Materials.

Not applicable.

### 600.03 Construction Details.

Not applicable.

### 600.04 Method of Measurement.

#### (a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

**(b) When No Separate Payment Is Shown in the Proposal.**

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

**600.05 Basis of Payment.**

**(a) Unit Price Coverage.**

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

**(b) Partial Payment.**

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

**(c) Payment will be made under Item No.:**

600-A Mobilization - per lump sum

## SECTION 680 GEOMETRIC CONTROLS

**680.01 Description.**

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

**680.02 Materials.**

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

**680.03 Construction Requirements.**

**(a) Determination of Lines and Grades.**

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the



Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

**(b) Contractor's Responsibility.**

**1. Contractor's Responsibility for Establishing Geometric Controls.**

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

**2. Contractor's Responsibility to Check Furnished Controls.**

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

**3. Setting Geometric Controls for Roadway Construction.**

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

**4. Setting Geometric Controls for Bridge Construction.**

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

**680.04 Method of Measurement.**

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:



<b>SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT</b> (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

<b>SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT</b> (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

#### 680.05 Basis of Payment.

##### (a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

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

680-A Geometric Controls - per lump sum



## SECTION 698 CONSTRUCTION FUEL COST

### 698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

### 698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

### 698.03 Method of Determining Partial Payments and Cost Adjustments.

#### (a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[ \frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP<sub>ce</sub> = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP<sub>pe</sub> = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI<sub>2</sub> = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WP<sub>ce</sub> - WP<sub>pe</sub>) / (OC - PBPI<sub>2</sub>)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

#### (b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1<sup>st</sup> through the 10<sup>th</sup> day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11<sup>th</sup> and the last day of the month.



A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[ \frac{CFI}{BFI} - 1 \right]$$

Where,

CA = Amount of Cost Adjustment (Dollars)

P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)

CFI = Current Fuel Index (the current month's CFI is defined above)

BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

**(c) Payments and Adjustments for Contracts with More Than One Project.**

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

**698.04 Basis of Payment.**

**(a) Unit Price Coverage.**

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

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

698-A Construction Fuel (max. bid limited to \$\_\_\_\_\_) - per Lump Sum

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: December 15, 2023

GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

## SECTION 710 ROADWAY SIGNS

### 710.01 Description.

#### (b) Types and Classes of Signs

*The table "Classes and Descriptions of Signs" shall be replaced with the following:*

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

#### (c) Methods of Fabrication.

*The first paragraph of Subarticle 710.01(c) shall be replaced with the following:*

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

**710.05 Basis of Payment.**

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

*Subarticle 710.05(b) shall be replaced with the following:*

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

710-A Class \* Sign Panels - per square foot {square meter}

710-B Roadway Sign Post ( Description & Size ) - per linear foot {meter}

710-C Removal of Existing Roadway Signs - per lump sum

\* Appropriate Class

## SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

**740.02 Materials.**

(b) Crashworthiness of Devices.

*Subarticle 740.02(b) shall be replaced by the following:*

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

*Subarticle 740.02(d) shall be replaced by the following:*

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

\*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.

Reflective sheeting on any unit is clean and in good repair.

All legends and messages are sharp, clean and legible.

Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

**(e) Pilot Car, Flaggers, and Flagging Equipment.**

*Subarticle 740.02(e) shall be replaced with the following:*

**(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.**

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

**740.03 Construction Requirements.**

**(a) Traffic Control Personnel, Devices, Equipment and Training.**

*Item 740.03(a)3 shall be replaced with the following:*

**3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.**

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

**740.04 Method of Measurement.**

*Article 740.04 shall be modified by the deletion of the following paragraph*

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

**740.05 Basis of Payment.**

*Article 740.05 shall be replaced by the following:*

**740.05 Basis of Payment.**

**(a) General.**

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

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

- 740-A Traffic Control Scheme - per lump sum
- 740-B Construction Signs - per square foot {square meter}
- 740-C Special Construction Signs - per square foot {square meter}
- 740-D Channelizing Drums - per each
- 740-E Cones (36 inches {900 mm} high) - per each
- 740-F Barricades, Type \_\_\_\_ - per each
- 740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
- 740-H Delineators - per each
- 740-I Warning Lights, Type \_\_\_\_ - per each
- 740-J Electric Incandescent or Fluorescent Light - per each
- 740-K Area Light - per each
- 740-L Vertical Panel Type \_\_\_\_, \*\* Sided - per Each
- 740-O Pilot Car - per each
- 740-P Portable Rumble Strips - per lump sum

\* Specify either I or II

\*\* Specify either Single or Double

## SECTION 880 SIGN MATERIALS

### 880.01 Sign Panels.

(a) Aluminum Sign Materials.

*Subarticle 880.01(a) shall be replaced with the following:*

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 - T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts $\leq \frac{1}{4}$ "	ASTM B 211 Alloy 2024 - T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 - T4
Rivets	ASTM B 316 Alloy 6053 - T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 - T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

*Subarticle 880.01(d) shall be replaced with the following:*

(d) Blank.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: April 21, 2022

GASP No. 22-GA0014

EFFECTIVE DATE: August 1, 2022

SUBJECT: Bridge Barrier Rail.

Alabama Standard Specifications, 2022 Edition, SECTION 510 shall be amended as follows:

## SECTION 510 BRIDGES

### 510.05 Method of Measurement.

*A new Subarticle 510.05(g) shall be added as follows:*

**(g) Item 510-J**

Bridge Barrier Rail will be measured per linear foot.

### 510.06 Basis of Payment.

*Subarticle 510.06(f) shall be removed and new Subarticles 510.06(f) and 510.06(g) shall be added as follows:*

**(f) Item 510-J**

Payment for Bridge Barrier Rail will be at the contract price per linear foot, complete in place. Reinforcing steel will be paid under Section 502.

**(g) Payment will be made under Item No.:**

510-A Bridge Substructure Concrete - per cubic yard {cubic meter}

510-B Bridge Concrete, Class \_\_\_\_ - per cubic yard {cubic meter}

510-C Bridge Concrete Superstructure, \_\_, \_\_, \_\_ - per lump sum

510-E Grooving Concrete Bridge Decks - per square yard {square meter}

510-G Mass Bridge Concrete Substructure - per cubic yard {cubic meter}

510-H Mass Bridge Concrete Superstructure, \_\_, \_\_, \_\_ - per lump sum

510-J Bridge Barrier Rail, Type \_\_\_\_ - per linear foot

\* Station Number, Bridge Identification Number (BIN), Ramp Number, etc.

\*\* Lane, if applicable

\*\*\* Approximate quantity of superstructure concrete in cubic yards {cubic meters}



# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: October 12, 2022

GASP No. 22-GA0017

EFFECTIVE DATE: February 1, 2023

SUBJECT: Electronic Submittals for Shop Drawings and Working Drawings.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

## SECTION 105 CONTROL OF WORK

### 105.02 Plans and Drawings.

#### (b) Shop Drawings.

*Subarticle 105.02(b) shall be replaced by the following:*

#### (b) Shop Drawings.

##### 1. Preparation of Drawings

When shown as a contract requirement, the Contractor shall prepare and submit shop drawings for approval. Shop drawings shall be the proposed fabrication details for structural members and components.

Shop drawings for structural steel members and components shall be prepared on 22 inch x 34 inch size plan sheets. Shop drawings for structural members other than structural steel shall be prepared on 22 inch x 34 inch size plan sheets or on 11 inch x 17 inch sheets.

The Contractor shall carefully verify and shall become fully responsible for the correctness of all dimensions other than the principal controlling dimensions shown on the plans. The Contractor shall immediately advise the Engineer of any errors or discrepancies that are found during the preparation of the drawings.

All drawings shall be clear and complete. The signature of the preparer shall be shown on all drawings.

##### 2. Submittal and Review

Shop drawings shall be submitted by the Contractor by either e-mail or physical copy. Shop drawings for structural members and components for bridge structures shall be submitted to the State Bridge Engineer for review and approval. A transmittal letter, in PDF format for e-mail, shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact information including a valid e-mail address (when applicable), the ALDOT project number, county or counties, project description, name and address of the preparer of the shop drawings and details of the shop drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal.

Ten business days shall be allowed for each review of each set of drawings containing five sheets or less and two business days shall be allowed for each sheet of each set of drawings containing more than five sheets. If the review is not completed within the number of days allowed, and the delay is not the fault of the Contractor,

the delay will be considered for an extension of contract time.

a. E-Mail Submittals

Shop drawings shall be submitted to the State Bridge Engineer at [BridgeShopDwgs@dot.state.al.us](mailto:BridgeShopDwgs@dot.state.al.us). For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the shop drawings shall be submitted by the Contractor to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy Submittals.

Two paper copies of the shop drawings shall be submitted for review. If necessary, one copy of the drawings will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings shall be submitted to the State Bridge Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

3. Approval of Drawings

a. E-Mail Submittals.

When the drawings have no further comments, the State Bridge Engineer will electronically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will e-mail a copy of the approved drawings to the Contractor.

b. Physical Copy Submittals.

When the drawings have no further comments, the State Bridge Engineer will physically stamp the drawings "Approved" along with the current date. The State Bridge Engineer will return by mail one complete copy to the Contractor.

4. Revisions after Approval

a. Electronic Mail Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. The revised drawings shall be emailed to the State Bridge Engineer for review and approval and will be subject to the review cycles as noted in item 2A above. For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., structural steel shop drawings, prestressed girder shop drawings, etc.). When the revised drawings have no further comments, the State Bridge Engineer will electronically stamp the revised drawings "Approved, Revised" along with the revision number and current date. The revised drawings will be e-mailed to the Contractor.

b. Physical Copy Submittals.

All revisions to the previously approved shop drawings shall be flagged. A summary of revisions shall be included on the affected sheet(s) and dated. Two paper copies of the revised shop drawings shall be submitted to the State Bridge Engineer for review and approval and will be subject to the review cycles noted in item 2B above. When the drawings have no further comments, the State Bridge Engineer will physically stamp the revised drawings "Approved, Revised" along with the revision number current date. The revised drawings will be

returned by mail to the Contractor.

5. Responsibility

The approval of drawings will not release the Contractor from being solely and fully responsible for the content and accuracy of the drawings. Extra work that may result from omissions and errors in the shop drawings shall be done without additional compensation.

6. Beginning Fabrication upon Approval

Fabrication shall not begin until the drawings have been approved. There will be no compensation for, or acceptance of structural members and components that are fabricated prior to approval of the drawings.

(c) Working Drawings.

*Subarticle 105.02(c) shall be replaced by the following:*

(c) Working Drawings.

1. Preparation of Drawings.

The Contractor shall prepare and submit working drawings to supplement the plans. Working drawings shall be prepared to provide a complete illustration of the construction methods and materials proposed for use by the Contractor. Design calculations shall be submitted with the drawings. The signature, seal, and date of signature shall be placed on all details and design calculations by a Professional Engineer that is licensed in the State of Alabama and not employed by the ALDOT.

Working drawings and design calculations shall be submitted for:

1. Cofferdams, sheeting and shoring near a railroad track;
2. Cofferdams where "cofferdam and pumping" is required;
3. Structural steel girder erection plans for continuous span bridges;
4. Temporary bracing to provide stability for bridge girders;
5. Stay-in-place bridge deck forms;
6. Falsework for bridge deck overhangs (portion of deck outside of exterior girders);
7. Falsework for bridge bent caps;
8. Proposed temporary bridges;
9. Temporary steel sheet pile walls;
10. Falsework for the support of the top slab of cast in place concrete culverts;
11. Proposed placement of cranes on bridges;
12. Construction loads on bridges.

Working drawings and design calculations shall be submitted for any other construction process where noted on the plans or shown to be required in these specifications.

The Contractor shall be fully responsible for all of the costs of unacceptable construction work whether or not working drawings and design calculations are submitted for the construction procedures and temporary materials that affect the quality of construction.

2. Submittal.

Working drawings shall be submitted by the Contractor by either e-mail or physical copy to the State Construction Engineer for review and approval. A transmittal letter shall accompany each submittal detailing the content submitted. At a minimum, the transmittal letter shall indicate the Contractor's contact



information including a valid e-mail address, the ALDOT project number, county or counties, project description, name and address of the preparer of the working drawings and details of the working drawings provided in the submittal. Incomplete transmittals may cause rejection of the entire submittal. The drawings and calculations shall be submitted well in advance of the point in time when the work will be performed.

Working drawings for work on or over the railroad right-of-way must have the approval of the railroad company before the work will be allowed to begin. The Contractor shall make the submittal far enough in advance of the need for the work to begin so that the railroad company will have ample time to review the drawings and design calculations.

a. E-Mail submittals.

Working drawings and calculations shall be submitted to the State Construction Engineer at [ConstructionWorkDwgs@dot.state.al.us](mailto:ConstructionWorkDwgs@dot.state.al.us). For each e-mail submittal, the subject line shall include the project number, county or counties and type of submittal (e.g., Falsework for Bridge Deck Overhangs, Stay-in-Place Bridge Deck Forms, etc.). A complete PDF copy shall be submitted for review. If necessary, a PDF copy of the drawings with comments noted in red will be e-mailed to the Contractor. After needed corrections are made, an updated copy of the working drawings shall be submitted by the Contractor to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no further comments are noted.

b. Physical Copy submittals.

Two paper copies of the working drawings and calculations shall be submitted to the State Construction Engineer for review. If necessary, a copy of the drawings and calculations will be returned to the Contractor with comments noted in red. After needed corrections are made, two copies of the updated drawings and calculations shall be submitted to the State Construction Engineer for verification and noting further comments if necessary. This cycle will be repeated until no comments are noted.

Working drawings and design calculations that have been submitted and distributed to ALDOT construction personnel by the State Construction Engineer may be resubmitted for another project provided all requirements are identical in nature to the previous project. The resubmittal of working drawings and calculations shall be signed, sealed and dated again by the Professional Engineer that originally sealed the drawings. The Professional Engineer shall clearly indicate on the drawings and calculations that the resubmittal is applicable to the new work.

3. Distribution.

The drawings and design calculations will be checked for completeness. The drawings will be distributed to ALDOT construction personnel for inspection of the work. If submitted through electronic mail, the Approval for distribution will be given to the Contractor through electronic PDF by the Engineer, indicated by an electronic stamp. If submitted through physical copies, the Approval for distribution will be given to the Contractor through paper copies by the Engineer, indicated by a physical stamp. The distribution of the drawings will not release the Contractor and the Professional Engineer from being solely and fully responsible for the

accuracy and adequacy of the drawings. Extra work that may result from errors in the working drawings and design calculations shall be done without additional compensation.

4. Beginning Work shown on Working Drawings.

Construction shall not be performed on any item of work for which Working Drawings are required until the Engineer receives the drawings for inspection of the work. There will be no compensation for work that is performed prior to the point in time that ALDOT personnel have the drawings for use in inspecting the construction work.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: January 26, 2023

GASP No. 22-GA0019

EFFECTIVE DATE: May 1, 2023

SUBJECT: Elastomeric Bearings.

Alabama Standard Specifications, 2022 Edition, SECTION 511 shall be amended as follows:

## SECTION 511 ELASTOMERIC BEARINGS

### 511.01 Description.

*Article 511.01 shall be amended by the addition of the following paragraph:*

All elastomeric bearings furnished for use shall be from an approved producer listed on List I-17, PRODUCERS OF ELASTOMERIC BEARING PADS, of the Department's "Materials, Sources, and Devices with Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: October 26, 2022

GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

## SECTION 815 CEMENT

### 815.01 Portland Cement.

#### (a) Type I Portland Cement.

Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

#### (b) Type II Portland Cement.

Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

#### (c) Type III Portland Cement (High Early Strength).

Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

#### (d) Type IS Portland Cement.

Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

#### (e) Type IL Portland Cement.

Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

#### (f) Type IP Portland Cement.

Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

### 815.02 Blank

### 815.03 Blank

### 815.04 Blank

### 815.05 Blank

### 815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

### 815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide ( $\text{Na}_2\text{O}$ ) plus the product of 0.658 times the percentage of potassium oxide ( $\text{K}_2\text{O}$ ), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate ( $C_3S$ ) is hereby waived.

### **815.08 Testing of Cement.**

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

### **815.09 Flash Set and False Set.**

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

### **815.10 Unusual Appearance.**

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

### **815.11 Use, Care, and Handling.**

#### **(a) Use.**

1. Bulk cement will be permitted provided the bulk cement is handled as follows:
  - a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.
  - b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.
  - c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.
  - d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.
  - e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.
2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.
3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

#### **(b) Care and Handling.**

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.
2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.



# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: January 5, 2023

GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

## SECTION 106 CONTROL OF MATERIALS

### 106.01 Source of Supply and Quality Requirements.

#### (a) General.

1. Federal Participating Projects.

***Item 106.01(a)1 shall be replaced by the following:***

1. Federal Participating Projects.

- a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than \$2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

- b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Buy America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: August 29, 2023

GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

## SECTION 105 CONTROL OF WORK

### 105.15 Acceptance.

#### (c) Final Acceptance.

5. Contractor's Advertisement of Completion.

***Item 105.15(c)5 shall be replaced by the following:***

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: January 22, 2024

GASP No. 22-GA0037

EFFECTIVE DATE: April 1, 2024

SUBJECT: Structural Portland Cement Concrete.

Alabama Standard Specifications, 2022 Edition, SECTION 501 shall be amended as follows:

## SECTION 501 STRUCTURAL PORTLAND CEMENT CONCRETE

### 501.02 Materials.

#### (c) Proportioning Materials.

##### 10. Concrete Production.

***Item 501.02(c)10 shall be replaced with the following:***

##### 10. Concrete Production.

During the progress of the work, the relative proportions between the fine and coarse aggregates, and between aggregate and water, may be varied as needed for best results, but the water to total cementitious material ratio shall not be changed except as noted below:

If it is impossible to produce concrete having the desired consistency the total amount of cementitious material may be increased to achieve the desired consistency provided that the maximum water to total cementitious material ratio is not exceeded and there is no additional cost to the Department.

If the Engineer finds it advisable to increase the minimum design strength of the concrete and orders the cementitious factor increased, the State will reimburse the Contractor for the actual amount only of the additional cementitious material used, based on actual f.o.b. destination, with the additional quantity calculated from the theoretical cementitious factor determined by the Engineer and not from count of bags or weight {mass} used.

The concrete mixture designs shall use Type I, Type II, Type IL, Type IP, or Type IS portland cement unless otherwise specified. The Contractor may, for his own convenience and without additional compensation, substitute Type III portland cement, provided prior approval is given by the Materials and Tests Engineer.

It shall be the Contractor's responsibility to carry out uniform construction practices, which will produce concrete with the specified plastic concrete properties and of not less than the minimum specified compressive strength. Concrete with compressive strength below the minimum specified compressive strength will be investigated in accordance with ALDOT-170 prior to repairing or removing the affected concrete. Should low compressive strength occur consistently, the Materials and Tests Engineer may order corrective action as deemed necessary, without additional cost to the Department.

Where the conditions require the use of low tricalcium aluminate cement, the plans or proposal will designate Type II portland cement. In such case, if requested and approved in writing, Type I, Type IL, Type IP, or Type IS blended cement containing a maximum of eight percent tricalcium aluminate may be used. Should Type III portland cement be permitted, a maximum of eight percent tricalcium aluminate shall still apply.

**(d) Sampling and Inspection.**

***Subarticle 501.02(d) shall be replaced with the following:***

**(d) Sampling and Inspection.**

Production of required aggregate gradation in the concrete mixture shall be the Contractor's responsibility.

Cement, aggregates, water, and chemical and mineral admixtures shall be accepted on the basis of requirements currently listed in the Department's Testing Manual.

The Department reserves the right to take samples of aggregates from stockpiles, cementitious materials from storage bins, and chemical admixtures from storage tanks at the mixing or batching plant and to make further tests as needed as the basis for continued acceptance of the materials.

The Contractor shall furnish, without extra compensation, samples of the materials and the concrete mixture for making tests and test cylinders as required to comply with the Department's Testing Manual. Additional testing may be required if deemed necessary by the Engineer.

The Contractor shall furnish for all concrete test cylinders produced, without extra compensation, a cylinder curing box equipped with heating/cooling capabilities, a water circulation pump, and automatic temperature control capable of maintaining a water temperature range from 60°F to 80°F {16°C to 27°C}. The cylinder curing box shall be on a level surface with the supporting surface on which the cylinders are stored level within 0.25 inch/ft {20 mm/m} and available at each site when concrete is placed. The water in the cylinder curing box shall range from 60°F to 80°F {16°C to 27°C} prior to the addition of any concrete cylinder. Only plastic molds shall be used for concrete cylinders to be immersed in water. The Engineer, prior to beginning any concrete placement, shall approve each cylinder curing box.

The Contractor shall be responsible for providing continuous power (wall power or generator) for the cylinder curing box during the initial curing period of cylinders. The Contractor shall also be responsible for providing fuel if a generator is used to power the cylinder curing box.

The Engineer shall be responsible for ensuring that no sample is taken before 10 percent or after 90 percent of the batch has been discharged; however, if this is not practical, then no less than 6 cubic feet or 0.2 cubic yards {0.2 cubic meter} of concrete (e.g., approximately two, half-full wheelbarrow loads) shall be discharged from the truck before sampling to remove non-representative concrete.

Immediately after being struck off and sealed with tight-fitting plastic lids, the concrete test cylinders shall be moved to the cylinder curing box where they shall remain for an initial curing period of not less than 24 hours or more than 72 hours. During the initial curing period, the cylinders shall be stored in the cylinder curing box with the water temperature range from 60°F to 80°F {16°C to 27°C} for up to 72 hours. The water inside the cylinder curing box shall not be allowed to drop more than 2 inches {50 mm} from the top of any cylinder after the cylinders have been placed in the curing box.

The Contractor shall be responsible for providing temperature probes that continuously record the water temperature in the cylinder curing box at intervals of 30 minutes or less and shall provide documentation of the temperature record to the Engineer. The Engineer, prior to beginning any concrete placement, shall approve the temperature probes used to measure the water temperature in the cylinder curing box.

Concrete cylinders are to be transported to the laboratory for final curing within 72 hours after molding. During transportation, protect the cylinders with suitable cushioning material to prevent damage from jarring. During cold weather, protect the cylinders from freezing with suitable insulation material. Prevent moisture loss during transportation by leaving the tight-fitting plastic lids on the plastic molds. Transportation time shall not exceed 4 hours. Upon arrival to the laboratory, the cylinders shall be removed from molds and within 30 minutes placed in final curing in accordance with AASHTO T 23 "Making and Curing Concrete Test Specimen in the Field". When retarding chemical admixtures delay the setting of the concrete beyond 16 hours, the concrete cylinders should not be moved too early and, in accordance with AASHTO T 23, the cylinders shall not be transported until at least 8 hours after final set as measured in accordance with AASHTO T 197.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: June 5, 2024

GASP No. 22-GA0042(2)

EFFECTIVE DATE: December 1, 2024

SUBJECT: Drilled Shaft Construction.

Alabama Standard Specifications, 2022 Edition, SECTION 506 shall be amended as follows:

## SECTION 506 DRILLED SHAFT CONSTRUCTION

### 506.02 Materials.

***Subarticle 506.02(b) shall be replaced by the following:***

#### **(b) Concrete.**

Portland cement concrete used in construction of drilled shafts shall hereinafter be referred to as either "Class DS1", "Class DS2" or "Class DS3" concrete. The specific class of concrete that is required will be shown in the Pay Item Description for Drilled Shaft Construction.

The concrete producer shall establish the proportion of materials for each class of drilled shaft concrete following the guidelines described in ALDOT-170, "Method of Controlling Concrete Operations for Structural Portland Cement Concrete", and the criteria outlined hereinafter in this Subarticle. The concrete supplier shall submit for approval the proposed concrete mixture design to the State Materials and Test Engineer following the requirements in ALDOT-170. The distribution of the approved concrete mixture design and re-approval of concrete mixture designs will be as per ALDOT-170 respectively. Any changes of the materials and/or proportions of the mixture design will require a concrete mixture resubmittal.

#### **1. Criteria applicable to Class DS1, Class DS2 and Class DS3 concrete:**

Minimum Compressive Strength at 28 days shall be 4000 psi {30 MPa}.

The amount of cementitious material shall be a minimum of 600 pounds {360 kg} and a maximum of 800 pounds per cubic yard {475 kg per cubic meter} of concrete.

The range of total air content shall be 2.5 % to 6.0 % by volume except for concrete that is completely embedded below the ground line or mud line. An air content less than 2.5 % will be acceptable for shafts that are completely embedded below the ground line or mud line.

The maximum water to total cementitious material ratio shall be 0.40.

Slump requirements:

The allowable range of consistency slump during concrete placement shall be from 6 inches to 9 inches {150 mm to 230 mm}.

The minimum consistency slump for all of the concrete placed in an individual shaft shall be no less than 4 inches {100 mm} at the end of the concrete placement in that shaft.

The temperature of the concrete, at the time of placement in the shaft, shall not be less than 50 °F {10 °C} nor more than 95 °F {35 °C}.

Gradation of the coarse aggregate used shall meet the requirements for either ALDOT Size No. 57, No. 67 or No. 7.

All materials used in manufacturing the concrete shall conform to the requirements of the Specifications.

#### **2. Additional criteria applicable to Class DS1 concrete:**

Type I, Type II, Type IL, Type IP, or Type IS cement shall be used.

The cementitious content may be composed of up to 30% by weight {mass} substitution of either Class C or Class F fly ash additive. In lieu of fly ash, ground granulated blast furnace slag may be substituted for cement up to a minimum substitution rate of 25% and a maximum substitution rate of 50% by weight {mass}.

3. Additional criteria applicable to Class DS2 concrete:

Type II, Type IL, Type IP, or Type IS cement containing a maximum of 8% C3A shall be used.

The cementitious content shall be composed of no less than 20% nor more than 30% by weight {mass} of Class F fly ash additive. In lieu of fly ash, ground granulated blast furnace slag may be substituted for cement up to a minimum substitution rate of 35% and a maximum substitution rate of 50% by weight {mass}.

4. Additional criteria applicable to Class DS3 concrete:

Type II, Type IL, Type IP, or Type IS cement containing a maximum of 8% C3A shall be used.

The cementitious content shall be composed of 20% by weight {mass} of Class F fly ash and 10% by weight {mass} of microsilica additives. In lieu of the percentages of fly ash and microsilica, the cementitious content may be composed of 50% by weight {mass} substitution of ground granulated blast furnace slag and 5% by weight {mass} addition of microsilica additives.

## **506.06 Excavation Measurement and Cleaning.**

***Subarticle 506.06(b) shall be replaced by the following:***

**(b) Cleaning.**

Unless otherwise stated in the contract, a minimum of 50 percent of the base of each shaft will have less than 1/2 inch {13 mm} of sediment at the time of concrete placement. The maximum depth of sediment or any debris at any place on the base of the shaft shall not exceed 1.5 inches {40 mm}. Shaft cleanliness will be determined by sounding with an airlift pipe, a tape with a heavy weight attached to the end of the tape, a borehole camera with visual sediment depth measurement gauge, or other means acceptable to the Engineer. For dry excavations the maximum depth of water covering the bottom of the excavation shall not exceed 3 inches {75 mm} prior to concrete pour.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: July 15, 2025

GASP No. 22-GA0049

EFFECTIVE DATE: September 1, 2025

SUBJECT: Construction Signs - Roll Up Signs and Temporary Sign Stands

Alabama Standard Specifications, 2022 Edition, SECTION 104 and SECTION 740, shall be amended as follows:

## SECTION 104 SCOPE OF WORK

### 104.04 Maintenance of Traffic and Sequence of Construction.

*Article 104.04 shall be replaced by the following:*

#### (b) Signs and Warning Lights.

All signs, barricades, etc. used along the project shall be in accordance with the provisions of Part 6 of the MUTCD, the plan details and the following: Posts shall be appropriately sized for the sign of either timber (treated or painted) of not less than 4 inch by 4 inch {100 mm x 100 mm} (Nom.) cross section or metal (min. 2 lbs. {1 kg} "U" channel or equivalent) so spaced to rigidly support the sign. When using sign stands for temporary construction signs, the system shall be selected from List IV-3, Work Zone Traffic Control Devices - Sign Stands.

All signs, barricades, drums or other devices intended for use in controlling traffic shall be in accordance with the requirements of Part 6 of the MUTCD and the detailed plans, with reflectorization as noted therein. Reflectorization shall be accomplished using materials meeting the requirements of Article 880.02.

All barricades, drums, signs and other devices shall be kept clean, legible, and in their proper position at all times. Damaged, defaced or dirty barricades, drums, signs and other devices shall be repaired or replaced immediately. The Engineer will ensure compliance by periodic inspections and require replacements or repair as deemed necessary.

## SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

### 740.02 Materials.

*Article 740.02 shall be replaced by the following:*

#### (a) Approval of Devices.

All signs, barricades, markers, lights and other devices shall be approved for use in highway construction under the provisions of Section 32-5A-36 of the Alabama Code prior to their installation.

The Department has established List IV-3, Work Zone Traffic Control Devices and List V-1, Reflective Sheeting for Traffic Control. Devices shown on these lists and devices shown on the plans will be the only devices accepted for use. These lists are in the Department's MSDSAR manual



(MATERIAL, SOURCES AND DEVICES WITH SPECIAL ACCEPTANCE REQUIREMENTS). Information concerning these lists are given in Subarticle 106.01(f) and ALDOT-355.

Portable rumble strips shall be selected from the Department's List IV-4, Miscellaneous Traffic Control Devices. The list is in the Department's MSDSAR manual.

**(b) Crashworthiness of Devices.**

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for the appropriate category of device.

**(c) Categories of Devices.**

1. Category 1 Devices.

Category 1 Work Zone Devices are small, lightweight devices (including cones, plastic drums, flexible delineators, portable rumble strips, etc.) that are known to be crashworthy either by crash testing or by years of demonstrable safe performance.

2. Category 2 Devices.

Category 2 Work Zone Devices are small, lightweight devices (including barricades, sign supports, etc.) that will not produce significant velocity change when struck but may otherwise be potentially hazardous. All Category 2 devices shall be crashworthy as detailed in 740.02(b).

3. Category 3 Devices.

Category 3 Work Zone Devices are truck mounted impact attenuators, work zone impact attenuators, and portable concrete barriers. All impact attenuators shall be crashworthy.

Portable concrete barriers that were fabricated in accordance with the details shown on Sheet 1 of ALDOT Special Drawing PNJB-629 and have "ALDOT 350-TL" cast into the top of the rails are crashworthy and are acceptable for installation.

Other types of portable concrete barrier rails may be used with the written approval of the Construction Engineer.

4. Category 4 Devices.

Category 4 Work Zone Devices are large trailer mounted devices such as sequential arrow boards and changeable message signs. Standards for rating Category 4 devices as "crashworthy" have not been developed.

**(d) Materials for Fabrication, Construction, and Installation.**

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes
**Roll Up Sign	N/A	All sizes

\*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

\*\*NOTE: The Department has established List V-1, Reflective Sheeting for Traffic Control. Devices shown on this list and devices shown on the plans will be the only devices accepted for use. The list is in the Department's MSDSAR manual.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

- Units are in good repair, clean and structurally sound.
- Reflective sheeting on any unit is clean and in good repair.
- All legends and messages are sharp, clean and legible.
- Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

**(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.**

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

**(f) Temporary Portable Sign Stand**

The Department has established List IV-3, Work Zone Traffic Control Devices - Sign Stands. Devices shown on this list and devices shown on the plans will be the only devices accepted for use, except that temporary custom tube steel A-frame sign stands may be used behind temporary or permanent concrete barrier and steel beam guardrail. Temporary custom tube steel A-frame sign stands shall meet the height requirements specified in ALDOT Special Drawing - "Details for Traffic Channelization Devices". List IV-3 is in the Department's MSDSAR manual.

# ALABAMA DEPARTMENT OF TRANSPORTATION

## General Application Special Provision

DATE: December 18, 2024

GASP No. 22-LD0001(2)

EFFECTIVE DATE: January 1, 2025

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

### SECTION 108 PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

*Article 108.11 shall be replaced by the following:*

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 500,000	\$1,850	\$3,700
\$ 500,000	\$ 2,000,000	\$2,550	\$5,100
\$ 2,000,000	\$10,000,000	\$2,650	\$5,300
\$10,000,000	-----	\$3,350	\$6,700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.