

CONTRACT DOCUMENTS & SPECIFICATIONS

PROJECT NO.

HRRR-0219(250)

CONSTRUCT OFFSET LEFT TURN LANES ON FOLEY BEACH EXPRESS AT
CR-12

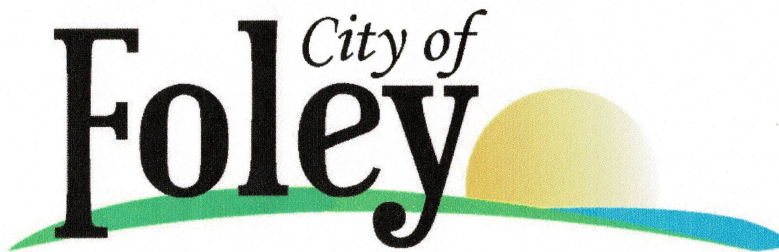
&

400-3020-5139

INTERSECTION IMPROVEMENTS ON FOLEY BEACH EXPRESS AT CR-12

FOR

CITY OF FOLEY, ALABAMA



MAY 2020



CONTENTS

INSTRUCTIONS TO BIDDERS..... I

ADVERTISEMENT II

PROPOSAL..... III

CONTRACT SCHEDULE..... IV

FEDERAL-AID FUNDED PROJECTS V

BID BOND..... VI

SPECIAL PROVISIONS VII

DBE FORMS VIII

CONTRACT IX

INSURANCE REQUIREMENTS..... X

AFFIRMATIVE ACTION FOR EEO STATEMENT..... XI

PERFORMANCE BOND XII

MATERIALS BOND XIII

GENERAL CONDITIONS XIV

E-VERIFY AFFIDAVIT..... XV

SUPPLEMENTAL SPECIFICATIONS XVI

BUY AMERICA CERTIFICATE XVII

AUTHORIZATION FOR BACKGROUND CHECK..... XVIII

SECTION I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates and inspections of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **Bidders are required to submit all Contract Documents and Specifications, including any addenda, upon submittal of Bid.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FOLEY, ALABAMA:

The City of Foley, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

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

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the contract. Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Foley, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Foley, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Foley, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

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

9. MARKING AND DELIVERING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"City of Foley, Bid for PROJECT NO. HRRR-0219(250) & 400-3020-5139, to be opened at 10:00 AM on June 18, 2020."** Please include Bidder's Alabama General Contractor's License Number, Name and Address on the outside of the sealed envelope.

Bids may sent or hand delivered to Foley City Hall, 407 East Laurel Avenue, Foley, Alabama 36535 *or* mailed to the City of Foley at P.O. Box 1750, Foley, Alabama 36536 at any time prior to the bid opening date and time.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Foley for the premature opening of a Bid not properly addressed and identified. Unless

specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

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

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a Bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The Bidder must be on ALDOT's "Bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder, should such Bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective Bidder.

- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Foley reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

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

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such and request clarification, in writing, to the City. Clarification will be made only by a written Addendum.

Addenda to the Contract Documents and Specifications, if any, including written answers to questions, may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or downloaded from the City's website at <http://www.cityoffoley.org>. Addenda may not be sent directly to contractors. Contractors submitting a Bid should check regularly for addenda, if any, which may become available. Contractors should sign and return addenda, if any, with their proposal. Failure to do so may result in disqualification. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the Bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

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

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

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

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

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled or terminated, at the discretion of the Owner.

SECTION II

ADVERTISEMENT

Notice To Contractors

FEDERAL AID PROJECT NO.

HRRR-0219(250) & 400-3020-5139

CITY OF FOLEY BALDWIN COUNTY, ALABAMA

Sealed bids will be received by the City of Foley at 407 East Laurel Avenue, Foley, Alabama 36535 or P.O. Box 1750, Foley, Alabama 36536, until 10:00 AM CST on June 18, 2020, and at that time publicly opened for constructing the following:

NAME OF PROJECT: HRR-0219(250) Construct Offset Left Turn Lanes on Foley Beach Express at CR-12 & 400-3020-5139 Intersection Improvements on Foley Beach Express at CR-12

The Length Of This Project Is: 0.337 Miles.

The Bracket Estimate On This Project Is From \$850,000.00 To \$1,300,000.00. This bracket range is shown only to provide general financial information to contractors and bonding companies concerning the project's complexity and size. This Bracket should not be used in preparing a bid, nor will this bracket have any bearing on the decision to award this contract.

The total amount of uncompleted work under contract to a contractor must not exceed the amount of his or her qualification certificate.

The Entire Project Shall Be Completed In One Hundred Twenty (120) Working Days.

A Pre-Bid Conference will be held at the City of Foley Council Chambers on June 11, 2020, at 10:00 AM CST to discuss bidding and project requirements. Prospective bidders and subcontractors are strongly encouraged to attend.

To be eligible for consideration, bids must be submitted on complete original proposals made available by the City of Foley. Bid documents (including plans and proposals) may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or downloaded from the City's website at <http://www.cityoffoley.org>. No bid documents will be distributed later than 24 hours prior to the scheduled opening of bids.

Each bid shall be accompanied by a certified check or bid bond for the sum of five percent (5%) of the amount bid, but in no event more than \$10,000, made payable to the City of Foley. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

Proposals will only be accepted from contractors on the Alabama Department of Transportation's (ALDOT) list of pre-qualified contractors. The award of the contract will be made only to a contractor who has a valid certification of qualification from ALDOT as required by state law and will not be made to any bidder who is considered by ALDOT to be disqualified from bidding, or is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding the provisions are included in Section 102 of Special Provision 18-LPA2 and ALDOT's Standard Specifications.

Per City of Foley Ordinance #1029-08, if the project amount submitted by the selected bidder is \$50,000.00 or greater, a felony background check will be performed and bid award will be contingent upon successful background check results.

Prior to beginning work, the contractor shall obtain a City of Foley Business License, provide an executed Performance and Payment Bond with a penalty equal to one hundred percent (100%) of the amount of the contract price, and provide proof of insurance coverage of the types and amounts set forth in the project specifications will be required of the contractor, and any and all subcontractors.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Minimum wage rates for this project have been pre-determined by the Secretary of Labor and are set forth in the advertised specifications. This project is subject to the contract work hours and Safety Standards Act and its implementing regulations.

The proposed work shall be performed in conformity with the rules and regulations for carrying out the Federal Highway Act.

There are no DBE requirements for this project.

The Alabama Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D TO 2000D-4 and Title 49 code of Federal Regulations, Department of Transportation, Subtitle A, Office of The Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award.

The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Honorable John Koniar
Mayor, City of Foley, Alabama

SECTION III

PROPOSAL

PROPOSAL NO. _____

FOR THE CONSTRUCTION OF FEDERAL AID
PROJECT NO(S). HRRR-0219(250) & 400-3020-5139

CITY OF FOLEY
BALDWIN COUNTY, ALABAMA

PROPOSAL OF _____
(Name of Bidder)

LICENSE No. _____ OF _____
(Required to Bid) (Address)

for constructing the **Construct Offset Left Turn Lanes on Foley Beach Express at
CR-12 & Intersection Improvements on Foley Beach Express at CR-12.**

in the City of Foley, County of Baldwin, State of Alabama.

The plans are composed of drawings identified as follows:

PROJECT No. HRRR-0219(250) & 400-3020-5139

The specifications are hereto attached.

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

City of Foley, Alabama

**City Hall
407 East Laurel Ave
Foley, AL 36535**

OR

**P.O. Box 1750
Foley, Alabama 36536**

BEFORE: 10:00 AM ON JUNE 18, 2020

TO THE MAYOR OF THE CITY OF FOLEY, 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, 2018 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 one hundred twenty (120) 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.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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.

SECTION IV

CONTRACT SCHEDULE

PROJECT No. HRRR-0219(250) & 400-3020-5139

CONTRACT SCHEDULE

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

ITEMS AND QUANTITIES FOR "CUMULATIVE ALTERNATE A" AS LISTED IN THIS SCHEDULE CORRESPOND TO THE ITEMS AND QUANTITIES REQUIRED FOR "ADDITIVE ALTERNATE NO. 1" SHOWN ON THE PLANS FOR PROJECT NO. 400-3020-5139.

LINE NO.	ITEM NO.	DESCRIPTION	HRRR-0219(250) QUANTITY	400-3020-5139 QUANTITY	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
BASE BID:								
1	206D-000	REMOVING PIPE	70	8	78	LINEAR FOOT	\$	
2	206E-000	REMOVING HEADWALLS	3	0	3	EACH	\$	
3	206E-002	REMOVING JUNCTION BOXES	1	0	1	EACH	\$	
4	210A-000	UNCLASSIFIED EXCAVATION	1770	1754	3524	CUBIC YARD	\$	
5	210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	3240	2310	5550	CUBIC YARD	\$	
6	214A-000	STRUCTURE EXCAVATION	27	17	44	CUBIC YARD	\$	
7	214B-001	FOUNDATION BACKFILL, COMMERCIAL	12	7	19	CUBIC YARD	\$	
8	230A-000	ROADBED PROCESSING	14	13	27	ROADBED STATION	\$	
9	301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	3430	1590	5020	SQUARE YARD	\$	
10	401A-000	BITUMINOUS TREATMENT A	3430	1590	5020	SQUARE YARD	\$	
11	405A-000	TACK COAT	300	670	970	GALLON	\$	
12	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	1	2	3	MILE	\$	
13	408A-051	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 1.0" THICK)	0	3880	3880	SQUARE YARD	\$	
14	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	260	460	720	TON	\$	
15	424A-363	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	0	20	20	TON	\$	
16	424A-366	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	0	80	80	TON	\$	
17	424B-650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	370	170	540	TON	\$	
18	424B-680	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	0	170	170	TON	\$	
19	530A-101	18" ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	0	24	24	LINEAR FOOT	\$	
20	530B-013	29" SPAN, 18" RISE ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	15	0	15	LINEAR FOOT	\$	
21	533B-099	29" SPAN, 18" RISE STORM SEWER PIPE (CLASS 3 R.C.)	17	0	17	LINEAR FOOT	\$	
22	600A-000	MOBILIZATION	0.35	0.65	1	LUMP SUM	\$	
23	610D-003	FILTER BLANKET, GEOTEXTILE	220	130	350	SQUARE YARD	\$	
24	614A-000	SLOPE PAVING	0	2	2	CUBIC YARD	\$	

LINE NO.	ITEM NO.	DESCRIPTION	HRRR-0219(250) QUANTITY	400-3020-5139 QUANTITY	TOTAL QUANTITY	UNIT	UNIT PRICE		AMOUNT BID	
25	619A-002	18" ROADWAY PIPE END TREATMENT, CLASS 1	0	2	2	EACH	\$		\$	
26	619B-017	29" SPAN, 18" RISE ROADWAY PIPE END TREATMENT, CLASS 1	1	0	1	EACH	\$		\$	
27	620A-000	MINOR STRUCTURE CONCRETE	1	1	2	CUBIC YARD	\$		\$	
28	621C-140	INLETS, OPEN THROAT	1	0	1	EACH	\$		\$	
29	623B-000	CONCRETE CURB, TYPE N	0	26	26	LINEAR FOOT	\$		\$	
30	623B-001	CONCRETE CURB, TYPE N SPECIAL	0	87	87	LINEAR FOOT	\$		\$	
31	650A-000	TOPSOIL	510	540	1050	CUBIC YARD	\$		\$	
32	652A-100	SEEDING	1	1	2	ACRE	\$		\$	
33	652C-000	MOWING	1	1	2	ACRE	\$		\$	
34	654A-001	SOLID SODDING (BERMUDA)	300	700	1000	SQUARE YARD	\$		\$	
35	656A-010	MULCHING	1	1	2	ACRE	\$		\$	
36	665A-000	TEMPORARY SEEDING	1	1	2	ACRE	\$		\$	
37	665B-001	TEMPORARY MULCHING	3	3	6	TON	\$		\$	
38	665E-000	POLYETHYLENE	500	0	500	SQUARE YARD	\$		\$	
39	665G-000	SAND BAGS	200	0	200	EACH	\$		\$	
40	665I-000	TEMPORARY RIPRAP, CLASS 2	80	50	130	TON	\$		\$	
41	665J-002	SILT FENCE	220	580	800	LINEAR FOOT	\$		\$	
42	665N-001	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 4	30	17	47	TON	\$		\$	
43	665O-001	SILT FENCE REMOVAL	220	580	800	LINEAR FOOT	\$		\$	
44	665P-005	INLET PROTECTION, STAGE 3 OR 4	2	0	2	EACH	\$		\$	
45	665Q-002	WATTLE	110	250	360	LINEAR FOOT	\$		\$	
46	674A-000	CONSTRUCTION SAFETY FENCE	0	150	150	LINEAR FOOT	\$		\$	
47	680A-001	GEOMETRIC CONTROLS	0.35	0.65	1	LUMP SUM	\$		\$	
48	701A-227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	1	2	MILE	\$		\$	
49	701A-230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	1	2	MILE	\$		\$	
50	701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	486	420	906	LINEAR FOOT	\$		\$	
51	701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)	1	1	2	MILE	\$		\$	
52	701D-005	SOLID TRAFFIC STRIPE REMOVED	1	0	1	MILE	\$		\$	
53	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	2190	7740	9930	SQUARE FOOT	\$		\$	
54	703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	90	90	180	SQUARE FOOT	\$		\$	
55	703C-001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	126	0	126	SQUARE FOOT	\$		\$	

LINE NO.	ITEM NO.	DESCRIPTION	HRRR-0219(250) QUANTITY	400-3020-5139 QUANTITY	TOTAL QUANTITY	UNIT	UNIT PRICE		AMOUNT BID	
56	703D-002	TEMPORARY TRAFFIC CONTROL MARKINGS (PAINT)	24	171	195	SQUARE FOOT	\$		\$	
57	705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	524	102	626	EACH	\$		\$	
58	705A-031	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	192	0	192	EACH	\$		\$	
59	705A-032	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	108	290	398	EACH	\$		\$	
60	705A-037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	0	20	20	EACH	\$		\$	
61	705A-038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	0	76	76	EACH	\$		\$	
62	707A-000	TYPE 2, YELLOW DELINEATOR INSTALLATION	27	0	27	EACH	\$		\$	
63	710A-160	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	0	16	16	SQUARE FOOT	\$		\$	
64	710A-170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	10	0	10	SQUARE FOOT	\$		\$	
65	710B-021	ROADWAY SIGN POST (#3 "U" CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	28	38	66	LINEAR FOOT	\$		\$	
66	711A-000	ROADWAY SIGN RELOCATION	0.35	0.65	1	LUMP SUM	\$		\$	
67	730A-000	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (FOLEY BEACH EXPRESS AT CR-12)	0	1	1	LUMP SUM	\$		\$	
68	730C-000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (FOLEY BEACH EXPRESS AT CR-12)	0	1	1	LUMP SUM	\$		\$	
69	730E-000	METAL TRAFFIC SIGNAL POLE FOUNDATION	0	2	2	EACH	\$		\$	
70	730F-000	METAL TRAFFIC SIGNAL POLE WITH 70 FT AND 30 FT MAST ARM ASSEMBLY	0	2	2	EACH	\$		\$	
71	730K-000	TRAFFIC SIGNAL JUNCTION BOX	0	3	3	EACH	\$		\$	
72	730L-002	1", METALLIC, CONDUIT	0	12	12	LINEAR FOOT	\$		\$	
73	730L-003	1", NON-METALLIC, CONDUIT	0	30	30	LINEAR FOOT	\$		\$	
74	730L-005	2", METALLIC, CONDUIT	0	491	491	LINEAR FOOT	\$		\$	
75	730N-000	LUMINAIRE EXTENSION ASSEMBLY, 12 FEET	0	2	2	EACH	\$		\$	
76	730P-022	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	2	6	8	EACH	\$		\$	
77	730P-023	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	2	2	4	EACH	\$		\$	
78	730P-024	VEHICULAR SIGNAL HEAD, 12 INCH, 5 SECTION, TYPE LED	0	2	2	EACH	\$		\$	
79	730R-022	CONTROLLER ASSEMBLY, TYPE III, 8 PHASE	0	1	1	EACH	\$		\$	
80	730S-002	FURNISHING AND INSTALLING EMERGENCY VEHICLE PREEMPTION SYSTEM (FOLEY BEACH EXPRESS AT CR-12)	0	1	1	LUMP SUM	\$		\$	
81	730U-400	RADAR DETECTION SYSTEM (FOLEY BEACH EXPRESS AT CR-12)	0	1	1	LUMP SUM	\$		\$	
82	740B-000	CONSTRUCTION SIGNS	439	359	798	SQUARE FOOT	\$		\$	
83	740D-000	CHANNELIZING DRUMS	100	80	180	EACH	\$		\$	
84	740E-000	CONES (36 INCHES HIGH)	25	100	125	EACH	\$		\$	
85	740F-002	BARRICADES, TYPE III	2	2	4	EACH	\$		\$	
86	740I-002	WARNING LIGHTS, TYPE B	8	4	12	EACH	\$		\$	

LINE NO.	ITEM NO.	DESCRIPTION	HRRR-0219(250) QUANTITY	400-3020-5139 QUANTITY	TOTAL QUANTITY	UNIT	UNIT PRICE		AMOUNT BID	
87	740M-001	BALLAST FOR CONE	25	100	125	EACH	\$		\$	
88	741C-010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	2	0	2	EACH	\$		\$	
89	742A-001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	0	2	2	EACH	\$		\$	
90	745A-000	UNIFORMED POLICE OFFICER	40	60	100	HOURL	\$		\$	
91	756A-028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	0	150	150	LINEAR FOOT	\$		\$	
92	756A-057	8" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	0	37	37	LINEAR FOOT	\$		\$	
93	TOTAL BID AMOUNT, BASE BID (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 92):								\$	
CUMULATIVE ALTERNATE A:										
1A	206D-000	REMOVING PIPE	0	24	24	LINEAR FOOT	\$		\$	
2A	206E-000	REMOVING HEADWALLS	0	3	3	EACH	\$		\$	
3A	210A-000	UNCLASSIFIED EXCAVATION	0	2882	2882	CUBIC YARD	\$		\$	
4A	210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	0	3620	3620	CUBIC YARD	\$		\$	
5A	214A-000	STRUCTURE EXCAVATION	0	31	31	CUBIC YARD	\$		\$	
6A	214B-001	FOUNDATION BACKFILL, COMMERCIAL	0	13	13	CUBIC YARD	\$		\$	
7A	230A-000	ROADBED PROCESSING	0	25	25	ROADBED STATION	\$		\$	
8A	243A-006	GEOSYNTHETIC REINFORCEMENT FOR SOFT SOIL STABILIZATION, TYPE 3	0	950	950	SQUARE YARD	\$		\$	
9A	301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	0	3150	3150	SQUARE YARD	\$		\$	
10A	401A-000	BITUMINOUS TREATMENT A	0	3150	3150	SQUARE YARD	\$		\$	
11A	405A-000	TACK COAT	0	310	310	GALLON	\$		\$	
12A	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	0	1	1	MILE	\$		\$	
13A	408A-051	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 1.0" THICK)	0	300	300	SQUARE YARD	\$		\$	
14A	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	0	270	270	TON	\$		\$	
15A	424B-650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	0	340	340	TON	\$		\$	
16A	530B-013	29" SPAN, 18" RISE ROADWAY PIPE (CLASS 3 R.C.) (EXTENSION)	0	14	14	LINEAR FOOT	\$		\$	
17A	533B-099	29" SPAN, 18" RISE STORM SEWER PIPE (CLASS 3 R.C.)	0	23	23	LINEAR FOOT	\$		\$	
18A	614A-000	SLOPE PAVING	0	8	8	CUBIC YARD	\$		\$	
19A	619B-017	29" SPAN, 18" RISE ROADWAY PIPE END TREATMENT, CLASS 1	0	2	2	EACH	\$		\$	
20A	620A-000	MINOR STRUCTURE CONCRETE	0	1	1	CUBIC YARD	\$		\$	
21A	623B-000	CONCRETE CURB, TYPE N	0	86	86	LINEAR FOOT	\$		\$	
22A	623B-001	CONCRETE CURB, TYPE N SPECIAL	0	125	125	LINEAR FOOT	\$		\$	
23A	650A-000	TOPSOIL	0	790	790	CUBIC YARD	\$		\$	

LINE NO.	ITEM NO.	DESCRIPTION	HRRR-0219(250) QUANTITY	400-3020-5139 QUANTITY	TOTAL QUANTITY	UNIT	UNIT PRICE		AMOUNT BID	
24A	652A-100	SEEDING	0	1	1	ACRE	\$		\$	
25A	652C-000	MOWING	0	1	1	ACRE	\$		\$	
26A	654A-001	SOLID SODDING (BERMUDA)	0	550	550	SQUARE YARD	\$		\$	
27A	656A-010	MULCHING	0	1	1	ACRE	\$		\$	
28A	665A-000	TEMPORARY SEEDING	0	1	1	ACRE	\$		\$	
29A	665B-001	TEMPORARY MULCHING	0	3	3	TON	\$		\$	
30A	665J-002	SILT FENCE	0	690	690	LINEAR FOOT	\$		\$	
31A	665O-001	SILT FENCE REMOVAL	0	690	690	LINEAR FOOT	\$		\$	
32A	665Q-002	WATTLE	0	240	240	LINEAR FOOT	\$		\$	
33A	701A-227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	0	1	1	MILE	\$		\$	
34A	701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	0	1060	1060	LINEAR FOOT	\$		\$	
35A	701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)	0	1	1	MILE	\$		\$	
36A	703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	0	1242	1242	SQUARE FOOT	\$		\$	
37A	703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	0	90	90	SQUARE FOOT	\$		\$	
38A	703D-002	TEMPORARY TRAFFIC CONTROL MARKINGS (PAINT)	0	265	265	SQUARE FOOT	\$		\$	
39A	705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	0	249	249	EACH	\$		\$	
40A	740B-000	CONSTRUCTION SIGNS	0	40	40	SQUARE FOOT	\$		\$	
41A	740F-002	BARRICADES, TYPE III	0	4	4	EACH	\$		\$	
42A	740I-002	WARNING LIGHTS, TYPE B	0	4	4	EACH	\$		\$	
43A	TOTAL ADDITIVE AMOUNT FOR CUMULATIVE ALTERNATE A (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1A THROUGH 42A):								\$	
44A	TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATE A (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 93 AND 43A):								\$	

Project No.: HRRR-0219(250) & 400-3020-5139

City/County: City of Foley, Baldwin 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

SECTION V

FEDERAL-AID FUNDED PROJECTS

**LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS**

PLEASE READ AND COMPLETE SECTIONS A AND 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 CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1.) Withholding monthly progress payments;
- (2.) Assessing sanctions; and/or
- (3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of \$10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

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: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of 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 Contract Agreement in a form to be attached 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, equal to the 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 Specifications 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.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

*Time may be modified by Special Provision.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

**2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE
SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))**

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. 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.

4. SUSPENSION/DEBARMENT

**A. Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions**

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, 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.

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 MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are 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 Individual, as applicable)

The foregoing certifications are 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.

SECTION VI

BID BOND

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

THE [CITY] OF [FOLEY]

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 **HRRR-0219(250) & 400-3020-5139**, located in the City of Foley, County of Baldwin, 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.

SECTION VII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

**PROJECT No. HRRR-0219(250) & 400-3020-5139
CITY OF FOLEY
BALDWIN COUNTY, ALABAMA**

The following Special Provisions are supplementary requirements and amendments to the 2018 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 three Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>S.P. CODE</u>	<u>SPECIAL PROVISION</u>
FHWA-1273	Form FHWA-1273
18-LPA3	General Provisions for Projects let by LPA
18-LPA4	Acceptance for Projects let by LPA
18-0005	Davis-Bacon Act Requirements
OE-7 LPA	Request for Permission to Sublet Work
18-0097	Required Contract Provision – Equal Employment Opportunity
18-0102	Procurement Time
18-0106	Delay Begin Work Date
18-0107	Liquidated Damages
18-0222	Sign Materials
18-0223	Structural Materials for Traffic Control Devices and Highway Lighting
18-0314	Weight Measurement
18-0487	Disadvantaged Business Enterprise (DBE)
18-0494	Roadway Signs
18-0496	Concrete Joint Fillers
18-0548	Traffic Control Devices
18-0599	Structural Portland Cement Concrete
18-0600	Cement
18-0665	Mulching
18-0699	Temporary Erosion and Sediment Control

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: March 06, 2018

Special Provision No. 18-LPA3

EFFECTIVE DATE: March 12, 2018

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

Alabama Standard Specifications, 2018 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 Division Engineer within 30 calendar days after the LPA has submitted it to the administering division. The Division Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Division Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Division within 30 calendar days. The review and response by the Division 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: December 11, 2017

Special Provision No. 18-LPA4

EFFECTIVE DATE: January 1, 2018

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2018 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 Division, 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 four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars (\$50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

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.

DATE: JANUARY 4, 2019

SPECIAL PROVISIONS NO.: 18-0005

General Decision Number: AL190007 01/04/2019 AL7

Superseded General Decision Number: AL20180007

State: Alabama

Construction Type: Highway

Counties: Autauga, Baldwin, Dale, Elmore, Houston, Lee, Montgomery and Russell Counties in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building construction in rest area projects & railroad structures; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----**(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)**-----

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUAL2011-002 01/04/2011

	Rates	Fringes
Carpenter.....	\$ 14.36	
Concrete finisher.....	\$ 13.56	

Electrician.....\$ 18.74

Ironworkers:

Reinforcing.....\$ 13.58

Laborers:

Asphalt Raker.....\$ 11.69

Concrete Laborer.....\$ 10.70

Grade Checker.....\$ 12.45

Pipe Layer.....\$ 11.30

Side Rail/Form Setter.....\$ 12.16

Traffic Control Specialist..\$ 12.03

Unskilled.....\$ 9.50

Power equipment operators:

Asphalt Distributor.....\$ 12.61

Asphalt Paver.....\$ 13.12

Asphalt Spreader.....\$ 14.18

Backhoe, Clamshell,
Dragline, and Shovel.....\$ 15.26

Broom (Sweeper).....\$ 11.65

Bulldozer.....\$ 13.76

Concrete Saw.....\$ 14.15

Crane & Darrick.....\$ 21.74

Front End Loader.....\$ 13.28

Mechanic.....\$ 16.53

Milling Machine.....\$ 13.04

Motor Grader and Motor

Patrol.....\$ 15.71

Roller (self-propelled).....\$ 12.83

Scraper.....\$ 12.28

Striping Machine.....\$ 14.89

Track-Hoe/Excavator.....\$ 13.05

Tractor and Loader (farm
rubber tired).....\$ 11.70

Truck drivers:

Multi-Rear Axle.....\$ 12.41

Single Rear Axle.....\$ 11.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**DETAILED INSTRUCTIONS FOR COMPLETING REQUEST
FOR PERMISSION TO SUBLET WORK FORMS**

- (1) Project number shall be exactly as it appears on your contract with the "Local Agency".
- (2) Show county or counties as shown on contract.
- (3) Show proposed subcontractor's name as it appears on General Contractor's License and Certificate of Insurance and Qualification Letter.
- (4) Give subcontractor's city and state.
- (5) Item numbers shall correspond to those in the contract (ex.: 600A-000).
- (6) Item description shall be complete; just as it appears in your contract. *
- (7) Quantity shall correspond to contract quantity.
- (8) Unit must correspond to contract unit (ex.: ton, sy, cy, etc.)
- (9) Unit price shall be the same as that included in the contract. *
- (10) Amount of each item shall correspond to the contract amount for this item. If necessary, attachment(s) may be used for additional items. Total amount of all items in this sublet shall equal the total amount of sublet shown by you on the attached Affirmative Action Form.
- (11)
 - (a) Surety's name.
 - (b) Signature and seal of authorized agent.
- (12)
 - (a) Prime contractor's name shall be shown exactly as it appears on your contract.
 - (b) Prime contractor's license number.
 - (c) Signature shall be legible.
- (13)
 - (a) Subcontractor's name shall be exactly as it appears on his Qualification Letter and General Contractor's License.
 - (b) Subcontractor's License Number.
 - (c) Subcontractor's signature shall be legible.

*Partials: If partial quantity is used, an explanation shall be provided showing exactly what portion of quantity will be performed by the subcontractor. If partial unit price, such as hauling, the unit (ex.: ton, cy, sy, etc.) must agree with the contract unit. However, a unit corresponding to the subcontract agreement unit may be used in the explanation of the partial. Partial unit price, whether materials, labor, or whatever, shall be the actual unit price agreed upon with the subcontractor. If partial quantity or partial unit price, give complete description, then show (partial) followed by an explanation of what portion of this work is to be performed by the subcontractor. For expediency, asterisk(s) and footnote(s) may be used.

Note: On all federal-aid projects, the prime contractor shall be responsible for seeing that the two attached federal forms be completed (if applicable). Equal employment opportunity statement shall be completed, signed and dated by the subcontractor, indicating has/has not, as appropriate, on all federal-aid contracts. On all federally assisted subcontracts in excess of \$10,000.00, the affirmative action form shall be completed. The amount shown on the affirmative action form shall equal the amount of the sublet. Please ensure that **all** information is supplied on these forms.

A copy of the subcontract is required for all projects. Subcontract shall include the following statement: "This subcontract includes the appropriate provisions of the contract between (_____) (prime contractor) and the "local agency", dated _____(date signed by the local agency)."

REQUEST FOR PERMISSION TO SUBLET WORK

Send to Local Agency at:

Project No. (1) HRRR-0219(250)County (2) BALDWIN

Dear Sir:

Your approval is requested for subletting the following items of work included in our contract with the "local agency" for the construction of the above numbered project to:

(3) _____ of (4) _____

<u>Item No.</u> (5)	<u>Item/Description</u> (6)	<u>Quantity</u> (7)	<u>Unit</u> (8)	<u>Unit Price</u> (9)	<u>Amount</u> (10)
_____	_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	_____	\$ 0.00

The contractor, sub-recipient, or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; and/or (3) disqualifying the contractor from future bidding as non-responsive.

The subcontract for this work, if this sublet request is approved, will contain all the pertinent provisions and regulations of the prime contract, and the subcontractor has been furnished with a copy of the pertinent provisions and requirements.

Sincerely,

(11)(a) _____
Surety(12)(a) _____
Prime Contractor(b) _____
AL Contractor's License Number

BY (b): _____

BY (c): _____

I hereby certify that I have been furnished with a copy of the pertinent provisions and regulations of the prime contract, including labor standards clauses that relate to these items of work. Furthermore, I have read and understand the statements noted above.

(13)(a) _____
Subcontractor(b) _____
AL Contractor's License Number

BY (c): _____

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 18-0097

EFFECTIVE DATE: January 1, 2018

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2018 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements

(41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

- year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans

(41 CFR 60-4.5)

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
 - (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

- (4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations

(41 CFR 60-4.2)

- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
 These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice

(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CFR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1**Goals & Timetables**

(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE**Area Covered – Statewide**

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	6.9%

MINORITY**Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties**

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	24.9%

Area Covered – Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.6%

Area Covered – Russell County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	26.4%

Area Covered – Calhoun County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: October 20, 2017

Special Provision No. 18-0102

EFFECTIVE DATE: January 1, 2018

SUBJECT: Procurement Time.

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

SECTION 108 PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Subarticle 108.02(b) shall be replaced by the following:

(b) Time of Beginning Work.

Unless otherwise directed in writing by the Engineer, the Contractor will be expected to begin work within **180 calendar days** after issuance of the notice to proceed. This extended period is to allow ample time for engineering, design, submittal data processing, fabrication, and procurement of required materials.

108.08 Determination 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 **180 calendar days** after date of issuance of the notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 2, 2017

Special Provision No. 18-0106

EFFECTIVE DATE: January 1, 2018

SUBJECT: Delay Begin Work Date.

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

DATE: December 12, 2018

Special Provision No. 18-0107

EFFECTIVE DATE: January 1, 2019

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2018 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	\$ 200,000	\$ 600	\$ 1200
200,000	500,000	900	1800
500,000	1,000,000	1200	2400
1,000,000	2,000,000	1400	2800
2,000,000	5,000,000	1800	3600
5,000,000	10,000,000	*	4000
10,000,000	-----	*	5300

* - To be set by a Project-Specific Special Provision.

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.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 22, 2018

Special Provision No. 18-0222

EFFECTIVE DATE: May 1, 2018.

SUBJECT: Sign Materials.

Alabama Standard Specifications, 2018 Edition, SECTION 880 shall be modified as follows:

SECTION 880 SIGN MATERIALS

880.04 Sign Supports.

(a) Ground Mounted Sign Supports.

Item 880.04(a)4 shall be replaced with the following:

4. Bolts, Nuts, Washers and Miscellaneous Hardware.

High strength bolts, nuts, and washers shall meet the requirements of Article 836.33. Bolts, nuts, and washers other than high-strength shall meet the requirements of ASTM A 307 for bolts and the appropriate requirements noted in Subarticle 836.33(a) for nuts and washers.

All bolts, nuts, and washers shall be galvanized utilizing zinc in accordance with the provisions of **ASTM B695 Class 50**. Other miscellaneous hardware shall be galvanized in accordance with ASTM A 153, Class B.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 22, 2018

Special Provision No. 18-0223

EFFECTIVE DATE: May 1, 2018.

SUBJECT: Structural Materials for Traffic Control Devices and Highway Lighting.

Alabama Standard Specifications, 2018 Edition, SECTION 891 shall be modified as follows:

SECTION 891 STRUCTURAL MATERIALS FOR TRAFFIC CONTROL DEVICES AND HIGHWAY LIGHTING

891.02 Steel.

(c) Overhead Roadway Sign Structures.

The second paragraph shall be replaced with the following:

All components of the structure assembly shall be galvanized with zinc after fabrication in accordance with AASHTO M 111 and **ASTM B695 Class 50**, for fasteners. Hollow sections shall be galvanized on both exterior and interior surfaces. Closed hollow sections shall have appropriate sized galvanizing vent holes at each end of a member. Damage to galvanization or any bare areas developed before or during erection shall be painted with two coats of approved galvanizing coating in accordance with Article 855.15.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: April 18, 2018

Special Provision No. 18-0314

EFFECTIVE DATE: June 1, 2018

SUBJECT: Weight {Mass} Measurements.

Alabama Standard Specifications, 2018 Edition, SECTION 109 shall be modified as follows:

SECTION 109 MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities.

(h) Weight {Mass} Measurements.

1. General.

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

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

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

2. Weight {Mass} Measure for Pay Purposes.

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

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

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

- 1) Name of the Contractor and material producer.
- 2) Project Number and County.
- 3) Truck number.
- 4) Contract item number and item name.
- 5) Date and time of loading.
- 6) Gross, tare, and net weights.
- 7) Weighmaster's signature. (May be electronically generated).

- 8) Any additional information as required of the Contractor or material producer for participation as a Qualified Source as given in the Department's "Materials, Sources and Devices with Special Acceptance Requirements" manual unless furnished on a separate applicable BMT Certificate of Compliance.

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

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

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

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

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

a. Asphalt Mixing Plants.

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

b. Concrete Mixing Plants or Units.

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

c. Base Course Mixing Plants.

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

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2018

Special Provision No. 18-0487

EFFECTIVE DATE: January 1, 2019

SUBJECT: Disadvantaged Business Enterprise (DBE).

Alabama Standard Specifications, 2018 Edition, SECTION 111 shall be modified as follows:

SECTION 111 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

111.03 Low Bidder Submittal DBE Utilization Plan.

Article 111.03 shall be replaced with the following:

111.03 Submittal of DBE Utilization Plan.

This contract will be awarded to the lowest responsible bidder. All bidders must submit within five calendar days of the letting date the following information in writing on Form OE-110 (DBE Utilization Plan) provided by the Department:

- The name and address of the DBE firm or firms;
- The description of the work to be subcontracted;
- The dollar amount of the work;
- A written commitment from the bidder to use the DBE;
- A written confirmation from the DBE that it is participating in the contract as provided in the commitment.

111.09 DBE Violations.

(b) Violations Prior to Award of the Contract.

Subarticle 111.09(b) shall be replaced with the following:

(b) Violations Prior to Award of the Contract.

Failure by the apparent low bidder to provide the DBE Utilization Plan within the time frame specified will result in the bid being considered irregular in accordance with Subarticle 102.07(a), and the bid will be rejected. If the apparent low bidder does provide the DBE Utilization Plan within the time frame specified, but fails to make and document good faith efforts, the contract will not be awarded to that bidder and will result in the forfeiture of its bid bond.

The next low bidder will become the new low bidder. Failure to have provided the DBE Utilization Plan within the time frame specified will result in the bid being considered irregular in accordance with Subarticle 102.07(a), and the bid will be rejected. If this bidder does provide the DBE Utilization Plan within the time frame specified, but fails to make and document good faith efforts, the contract will not be awarded to that bidder and will result in the forfeiture of its bid bond.

If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work relating to the contract either as subcontractor or in any other capacity.

These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, cooperative, affiliate, or other legal entity may be operating, and in which the principal owner(s) are involved.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 26, 2018

Special Provision No. 18-0494

EFFECTIVE DATE: February 1, 2019.

SUBJECT: Roadway Signs.

Alabama Standard Specifications, 2018 Edition, SECTION 710 shall be modified as follows:

SECTION 710 ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

In Subarticle 710.01(b), the table "Classes and Descriptions of Signs" shall be replaced with the following:

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

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 27, 2018

Special Provision No. 18-0496

EFFECTIVE DATE: March 1, 2019.

SUBJECT: Concrete Joint Fillers.

Alabama Standard Specifications, 2018 Edition, SECTION 832 shall be modified as follows:

SECTION 832 CONCRETE JOINT FILLERS, JOINT AND CRACKSEALANTS, AND WATERSTOP MATERIALS

832.01 Preformed Joint Filler.

(c) Expansion Joint Filler.

Subarticle 832.01(c) shall be replaced by the following

(c) Expansion Joint Filler.

Expansion joint filler for concrete pavement, curb, gutter, combination curb and gutter, flumes, slope paving, and other miscellaneous concrete structures shall meet the requirements as given for one of the following materials:

1. AASHTO M 153,
2. AASHTO M 213 modified to allow a maximum of 25% water absorption, or
3. ASTM D8139.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: February 1, 2019

Special Provision No. 18-0548

EFFECTIVE DATE: May 1, 2019.

SUBJECT: Traffic Control Devices.

Alabama Standard Specifications, 2018 Edition, SECTION 740 shall be modified as follows:

SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.05 Basis of Payment.

(a) General.

The sixth paragraph shall be replaced with the following.:

Payment for Items 740-B - M 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.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: September 19, 2019

Special Provision No. 18-0599

EFFECTIVE DATE: December 1, 2019

SUBJECT: Structural Portland Cement Concrete.

Alabama Standard Specifications, 2018 Edition, SECTION 501 shall be replaced with the following:

SECTION 501 STRUCTURAL PORTLAND CEMENT CONCRETE

501.01 Description.

The work under this Section shall cover the furnishing of portland cement concrete to be used in constructing concrete structures. Structures shall include but are not limited to bridges of all types, box culverts, headwalls, retaining walls, and other miscellaneous structures.

501.02 Materials.

(a) General.

Handling, storage, and control of materials shall comply with appropriate portions of Section 106. All materials shall conform to the requirements set forth in Division 800, Materials. Specific reference is made to applicable portions of the following Sections:

- Section 801 - Coarse Aggregate
- Section 802 - Fine Aggregates
- Section 806 - Mineral Admixtures
- Section 807 - Water
- Section 808 - Air Entraining Admixtures for Concrete
- Section 809 - Chemical Admixtures for Concrete
- Section 815 - Cement
- Section 830 - Concrete Curing Material
- Section 832 - Concrete Joint Fillers, Sealers and Waterstop Material
- Section 835 - Steel Reinforcement

(b) Special Requirements.

Aggregates from different sources, which are to be used for concrete Class A and Class C as specified in Item 501.02(c)2, may be stockpiled together provided material from each source meets the requirements of Section 801 and the specific gravity of the aggregates from each source does not vary more than plus or minus 0.05.

In the event the coarse aggregate shows a tendency to segregate in the stockpile, the Engineer may order the coarse aggregate be furnished and batched in two fractions from two separate stockpiles.

The Contractor may be required to adjust the size of coarse aggregate for the concrete used around steel reinforcement of heavily reinforced members.

(c) Proportioning Materials.

1. Mixture Design.

The Contractor's concrete producer shall establish the proportion of materials for each class of concrete following the guidelines described in ALDOT-170, "Method of Controlling Concrete Operations for Structural Portland Cement Concrete". It shall be the responsibility of the concrete producer to request approval of concrete mixture design(s) for use in

Department's projects. The Contractor shall submit the proposed concrete mixture no later than 65 Calendar Days after the date of Notice to Proceed. The Department shall be allowed 28 Calendar Days to complete the review and approval of the concrete mixture.

2. Prequalification Requirements for Concrete Mixture Design.

PREQUALIFICATION REQUIREMENTS FOR CONCRETE MIXTURE DESIGN				
Concrete Class	Class A	Class B	Class C	Class D
Minimum 28-Day Compressive Strength (psi) {Mpa}	3,000 {21}	4,000 {28}	3,000 {21}	3,000 {21}
Maximum Water/Cementitious Materials Ratio	0.50	0.45	0.55	0.45
Range of Total Air Content (%)	2.5 - 6.0	2.5 - 6.0	2.5 - 6.0	2.5 - 6.0
Slump (in) {mm}	3.0 {75}	3.5 {90}	3.0 {75}	7.0 {180}
Maximum 28-Day Drying Shrinkage (%)	--	0.04	--	--
Largest Nominal Maximum Aggregate Size (in) {mm}	1.0 {25}	1.0 {25}	1.0 {25}	1.0 {25}
Notes	1, 4	1, 4	4	1, 2, 3, 4

The following notes are applicable to the table of PREQUALIFICATION REQUIREMENTS FOR CONCRETE MIXTURE DESIGN:

Note 1. Concrete mixtures used in marine environment, within 10 miles {16 kilometers} from coastline, completely or partially submerged in seawater, located within the tidal and splash zones, exposed to seawater spray, exposed to brackish water, or as shown on the plans shall have a maximum permeability of 2,000 coulombs and shall include mineral admixtures

Note 2. Seal concrete placed as an integral part of a bridge support system shall have Type II cement. Class "F" fly ash and/or ground granulated blast furnace slag shall be used as a substitute for a portion of the required Type II cement. The minimum substitution rate shall be 20 % for fly ash and 25 % for ground granulated blast furnace slag.

Note 3. Anti-washout admixtures shall be used when placing these mixtures through water.

Note 4. Coarse and fine aggregate gradations used shall meet the gradation requirements given in Section 801 and Section 802. Optimized gradations that do not meet the gradation requirements given in Section 801 and Section 802 shall be submitted to the Materials and Tests Engineer for approval prior to use. 3. Class of Concrete Required for Specific Structures.

Class A - Retaining walls, concrete safety barriers, headwalls, and inlets.

Class B - Box culverts, bridge substructures (poured in place), and bridge superstructures.

Class C - Machine laid curbs, gutters, combination curbs and gutters, slope paving, and miscellaneous concrete units.

Class D - Underwater concrete.

4. Substitution of Higher Strength Concrete and Aggregate Requirements.

Substitution of a higher strength mixture for one of a lower strength may be permitted provided all the prequalification requirements of the higher strength mixture are met and the proposed substitution is requested and approved in writing.

If requested in writing and approved by the Materials and Tests Engineer, the use of No. 357 or No. 467 aggregates may be permitted in Class D mixtures.

5. Mixture Design Prequalification Tests.

For concrete mixtures using portland cement only, the concrete producer shall submit data showing that the total alkali contribution from the cement in the concrete does not exceed 4.00 lb/yd³ when calculated as follows:

$$\text{lb of alkali per Yd}^3 = \frac{(\text{lb of cement per Yd}^3) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

Permeability tests shall be performed in accordance with the requirements given in AASHTO T 277, "Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration", using a moist-curing period of 56 days.

The 28-day shrinkage test shall be performed in accordance with the requirements given in AASHTO T 160, "Length Change of Hardened Hydraulic Cement Mortar and Concrete", using concrete prisms exposed to drying at a concrete age of 7 days. Three concrete prisms that are 3 x 3 x 11.25 inches {75 x 75 x 286 mm} in size shall be used. The initial reading for drying shrinkage calculations shall be the reading taken at the start of drying at a concrete age of 7 days ± 0.5 hours.

Compressive strength testing shall be performed in accordance with the requirements given in AASHTO T 22, "Compressive Strength of Cylindrical Concrete Specimens", using 6 x 12 inch {152 x 305 mm} cylinders.

Total air content shall be performed in accordance with the requirements given in AASHTO T 152, "Air Content of Freshly Mixed Concrete by the Pressure Method", using a Type "B" meter.

Slump test shall be performed in accordance with the requirements given in AASHTO T 119, "Slump of Hydraulic Cement Concrete".

6. Chemical Admixtures for Concrete.

Any chemical admixtures used in the concrete mixture shall be included in the mixture design proposal. Only approved chemical admixtures listed in List II-1, "Chemical Admixtures for Portland Cement Concrete", of the MSDSAR manual shall be used in Department concrete mixtures. The dosage of chemical admixtures may be adjusted in the field to obtain the desired results, provided the manufacturer's recommended dosage is not exceeded. The use of calcium chloride will not be permitted.

7. Air-Entraining Admixtures for Concrete.

Approved air entraining admixtures are listed in the MSDSAR manual, List II-1, "Chemical Admixtures for Portland Cement Concrete". The total air content shall be within the range of 2.5% to 6.0 % at the point of delivery.

Air content less than 2.5 % will be acceptable for structures that are completely embedded below the ground line or mud line.

The total air content of freshly mixed concrete shall be measured in accordance with the requirements given in AASHTO T 152 using a Type "B" pressure meter. All pressure meters used for measuring the total air content shall be calibrated prior to the beginning of concrete placement. The calibration of pressure meters shall be verified at least twice a week and anytime a questionable result is obtained.

8. Mineral Admixtures for Concrete.

Mineral admixtures may be used in any mixture design except where noted to be prohibited elsewhere. Substitution percentages are calculated by weight.

The maximum substitution of portland cement with mineral admixtures shall not exceed 50 percent. The following table shows the maximum substitution of portland cement with any one mineral admixture substitution.

MAXIMUM PERCENT MINERAL ADMIXTURE SUBSTITUTION FOR PORTLAND CEMENT (substitution by weight)	
MINERAL ADMIXTURE	PERCENTAGE SUBSTITUTION
Class C or Class F Fly Ash (See Note 1)	30 %
Ground Granulated Blast Furnace Slag (See Note 2)	50 %
Microsilica	10 %

Notes to the table of MAXIMUM PERCENT MINERAL ADMIXTURE SUBSTITUTION FOR PORTLAND CEMENT:

Note 1. Class "F" fly ash shall be used when fly ash is required to reduce the heat of hydration.

Note 2. The maximum substitution rate shall be twenty-five percent by weight {mass} when the ambient temperature is 45 °F or below.

9. Slump.

The Engineer may accept any concrete mixture delivered to the field with a slump less than the specified slump if the concrete mixture is workable.

A tolerance of plus 1.0 inches {25 mm} will be acceptable for the mixture delivered at the work site.

Approved Type "F", chemical admixtures may be used to chemically increase the slump of the concrete mixture from the maximum slump specified to a maximum slump of 6.0 inches {150 mm} for Class A, Class B, and Class C concrete. The plus 1.0 in {25 mm} tolerance will not be allowed when Type "F" chemical admixtures are used.

In no case shall the water to total cementitious material ratio specified be exceeded in order to increase the slump and/or adjust the mixture.

Slump shall be measured in accordance with the requirements given in AASHTO-T-119.

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, II, or Type **IL** 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 or Type I/II portland cement or Type IL 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.

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 specimens 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, without extra compensation, a protected environment for all concrete test cylinders produced incidental to any placement of concrete. This shall be accomplished by supplying a cylinder curing box with a minimum capacity of 22 test cylinders 6" X 12" {150 mm X 300 mm} in size, equipped with heating/cooling capabilities, automatic temperature control, and a maximum/minimum (high/low) temperature readout. The protective environment shall be capable of protecting all specimens within the following specification requirements and it shall be available at each site when concrete is placed and then maintained until such time that all specimens have been transported from the project to the testing facility. The Engineer, prior to beginning any concrete placement, shall approve each protective environment.

Immediately after being struck off, the concrete test specimens shall be moved to the protective environment where they shall remain for an initial curing period of not less than 24 hours or more than 48 hours. During the initial curing period, the specimens shall be stored in a moist environment at a temperature range between 60 °F to 80 °F {16 °C to 27 °C}, preventing any loss of moisture for up to 48 hours. At all times the temperature in and between concrete specimens shall be controlled by shielding the specimens from cooling/heating devices and direct rays of the sun.

A temperature record of the specimens shall be established by means of maximum/minimum (high/low) thermometers supplied by the Contractor. Only plastic molds shall be used for concrete specimens to be immersed in water.

Concrete specimens that are to be transported to the laboratory for standard curing within 48 hours shall remain in the molds in a moist environment, until they are received in the laboratory, removed from molds, and placed in standard curing.

Concrete specimens that are not transported to the laboratory for standard curing within 48 hours shall be removed from the molds within 24 ± 8 hours and standard curing used until transported to the laboratory. During the standard curing period, the specimens shall be stored at a temperature of 73 ± 3 °F { 23 ± 2 °C} using the cylinder curing box defined above. Standard curing shall comply with AASHTO T 23 "Making and Curing Concrete Test Specimens in the Field", Standard Curing section.

501.03 Construction Requirements.

(a) General.

All materials, labor, equipment, tools, and machinery necessary for forming, mixing, placing, finishing, and curing shall be available as required and all necessary equipment for the proper construction and completion of any section of the work shall be in satisfactory working condition before the Contractor will be permitted to start placing concrete.

All concrete batching plants supplying concrete shall be on List I-7, "Portland Cement Concrete Producers", of the MSDSAR manual. The concrete producer shall submit a valid BMT-75 and proof of NRMCA certification to the Area Materials Engineer prior to batching concrete.

All batching plants shall meet the requirements of the Specifications and ALDOT-352. Producers who request that their batching plants be placed on the list of evaluated ready-mix concrete plants will be charged a fee as specified by ALDOT-355, "General Information Concerning Materials, Sources, and Devices With Special Acceptance Requirements".

(b) Equipment.

1. General.

The Contractor shall furnish equipment capable of producing concrete meeting the requirements noted in this Section in sufficient quantities to provide for orderly construction of the project. All equipment must be in good working order and so maintained throughout the requirement for its use.

Specific requirements for certain types of equipment are designated in subsequent items of this Subarticle.

2. Mixing and Transporting Equipment.

Concrete for all major structure work (bridges, culverts, retaining walls, etc.) shall be "ready-mixed" concrete. Ready-mixed concrete is defined as portland cement concrete manufactured for delivery and delivered to the work site in accordance with AASHTO M 157 "Ready-Mixed Concrete" Modified* and the requirements written herein in other parts of these specifications. In case of discrepancy these specifications shall govern.

*Modification of AASHTO M 157. The requirements of Paragraph 8.1 shall include the following: "Should this method of measuring fly ash or other cementitious materials cumulatively with cement produce unsatisfactory results, it shall be discontinued and separate scales and hoppers provided for these ingredients."

Concrete for minor structure work (headwalls, inlets, junction boxes, and other miscellaneous individual concrete units requiring three cubic yards {3 cubic meters} or less of concrete, along with such items as slope paving, sidewalks, curbs, gutters, and combinations thereof) may be mixed in mixers as noted above or an approved type of mobile mixing plant designed with separate bins for fine aggregate, coarse aggregate, cement, water, additives, etc. that will automatically proportion all concrete aggregates either by weight {mass} or volume and be capable of combining the ingredients into a uniform mass and discharging such without segregation. It shall have approved equipment that will determine the volume of concrete dispatched. Said alternate type mobile mixing plant shall be capable of providing concrete complying with the mixture design requirements noted in Article 501.02. Prior written approval of such alternate equipment shall be obtained before it is allowed on the project. Basis for this approval will be upon the satisfactory performance of the equipment when checked in accordance with the provisions of AASHTO M 241 "Concrete Made by Volumetric Batching and Continuous Mixing". The costs of all materials and labor furnished to perform the above-mentioned test shall be absorbed by the Contractor,

If the Contractor requests to use portable concrete mixers equal or less than 15 cubic feet {0.5 cubic meter}, the Materials and Tests Engineer may approve their use and will furnish written requirements covering such mixers.

All mixing and transporting equipment shall be supplied in sufficient amounts to provide continuous delivery of the concrete as needed for an acceptable, satisfactory operation. The volume of concrete mixed or transported in a concrete truck mixer shall not be less than 15% of the gross volume of the drum.

Concrete transit mixers shall be equipped with either an in-line water meter or a sight gauge to accurately measure the amount of water discharged into the drum. In-line water meters shall be accurate to within $\pm 1.0\%$ of the designated quantity; sight gauges shall be accurate to within ± 1.0 gallon. Water measuring devices shall be considered acceptable if the truck has been certified by NRMCA as part of their Delivery Fleet Inspection. The NRMCA Delivery Fleet Certification Card shall be affixed in a prominent location on the truck, such as the windshield or driver's side door. Trucks shall be recertified annually, in accordance with NRMCA policy. The concrete producer shall maintain a record of their NRMCA certified trucks, available for review by the Department at any time. Additionally, the accuracy of water meters and sight gauges shall be verified in accordance with ALDOT-407, *"Verification of Water-Measurement Devices for Concrete Delivery Vehicles"*.

Each transit mixer shall be equipped with an approved automatic counter that will record the number of drum revolutions regardless of the drum speed.

3. Vibrators.

Vibrators shall be of an approved internal vibrating type and design, unless the Engineer gives special authorization for other types. Vibrators shall be capable of transmitting vibrations to the concrete at frequencies of not less than 4500 impulses per minute. The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms. At least one standby vibrating unit in workable order shall be available before the start of any placement of concrete.

(c) Addition of Water at Jobsite.

Field addition of water to concrete shall be allowed only upon arrival of the truck at the jobsite, if slump tests indicate the mix is too stiff. If water is added, the drum shall be turned an additional 30 revolutions prior to discharging any more concrete. In no instance shall the maximum water-cementitious ratio of the mixture design, or the maximum slump be exceeded. Tests for slump, total air content, temperature & compressive strength shall be run after the addition of water at the jobsite, regardless of any previous testing.

(d) Time, Light and Weather Limitations.

1. Time of Hauling and Placing Concrete.

The delivery and placement of ready-mixed concrete shall be completed within the time frames listed in the following table. These times are measured from the time at which water is added to the cement until the time at which placement of the load is completed.

TIME LIMITATIONS FOR THE DELIVERY AND PLACMENT OF CONCRETE		
Temperature of the Concrete	Mixtures without Retarding Admixtures	Mixtures with Retarding Admixtures
Less than 85 °F {30 °C}	1 Hour	1 Hour and 45 Minutes
85 °F {30 °C} or More	45 Minutes	1 Hour and 15 Minutes

If Type III portland cement is used, the time limits shall be reduced by 15 minutes. If requested, and approved in writing by the Materials and Tests Engineer, a hydration stabilizer can be used to extend the retardation of set time of concrete.

The Materials and Tests Engineer may permit mixing and the adding of the cement and additives at the work site in truck mixers, in order to meet the time limitation requirements.

When a ready-mixed truck is used for concrete delivery, the concrete shall be completely discharged from the mixing drum before the truck mixer has completed 300 revolutions and or before the above time limitations for placement have been exceeded; whichever happens first.

2. Light.

All concrete shall be placed and finished during daylight hours, unless written permission to the contrary is given. Such permission will not be given unless an adequate approved lighting system is available for all operations after sundown.

3. Weather.

a. General.

The temperature of the concrete, at the time of placing in the forms shall not be less than 50 °F {10 °C} nor more than 95 °F {35 °C}, except that for bridge deck slabs the temperature of the concrete at the time of placing shall not be more than 90 °F {32 °C}, unless otherwise provided or directed.

b. Cold Weather Operations.

No concrete shall be placed when the ambient air temperature is below 40 °F {5 °C} without written permission of the Engineer. If the Contractor proposes to place concrete during seasons when there is a probability of temperatures lower than 40 °F {5 °C}, the Contractor shall have available on the project such suitable approved equipment and materials as necessary to enclose the uncured concrete and keep the air

temperature inside the enclosure within the following ranges and for the minimum times noted hereinafter.

If there are indications there will be temperatures below 40 °F {5 °C} during the first three days after placement of concrete, it shall be protected from cold temperatures by keeping the surface at a temperature above 50 °F {10 °C} for the first 72 hours after placement and above 32 °F {0 °C} an additional 72 hours. However, the protective covering shall be retained in place until the temperature inside the protective covering reaches that of the surrounding atmosphere.

When the Contractor is permitted to place concrete at temperatures below 40 °F {5 °C}, the aggregates and/or mixing water shall be heated as necessary to keep the temperature of the plastic concrete above 50 °F {10 °C} from the time of placement to the time of initial set; however, in no case shall the materials be heated in excess of 150 °F {65 °C}, nor shall aggregates from frozen stockpiles be incorporated into the mixture. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salts, chemicals, or other materials shall not be incorporated in the concrete to prevent freezing. Care shall be taken to heat all materials uniformly and avoid hot spots that will burn or overheat the materials.

The Contractor shall assume all risk and added cost connected with mixing, placing and protecting of concrete during cold weather. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Should it be determined at any time that concrete placed under such conditions is found to be unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

c. Hot Weather Operations.

The following hot weather operations practices shall be followed for all concreting done between June 1 and September 15 of each year, and any other time when the temperature of the concrete may be above 95 °F {35 °C} or 90 °F {32 °C} for bridge deck slabs.

The Contractor shall submit in writing a proposed plan for controlling the concrete mixture temperature during hot weather operations. The hot weather concrete plan shall outline the Contractor's procedures to maintain the temperature of the concrete at or below the temperature requirements noted above, and the Contractor's procedures for transporting, handling, placing, finishing, and curing concrete during hot weather. The hot weather concrete plan shall be submitted at the pre-construction conference to the Area Materials Engineer for approval before any concrete placement is allowed.

During hot weather operations an approved retarder admixture shall be used in the concrete mixture, and the concrete shall be properly placed and finished with the procedures previously submitted by the Contractor. Cooling of the mixing water and/or aggregates or placement during the cooler part of the day may be required to meet the above maximum temperature requirements. In no instance shall a concrete bridge deck slab mixture be placed when the temperature of the plastic concrete is above 90 °F {32 °C}. When the temperature of the steel is greater than 120 °F {50 °C}, the steel forms and reinforcement steel shall be cooled prior to concrete placement. Conveying and placing equipment shall be cooled if necessary to maintain proper concrete placing temperature.

(e) Handling and Placing Concrete.

1. General.

In preparation for the placing of concrete, all sawdust, chips, and other construction debris and extraneous matter shall be removed from the interior of forms. Temporary struts, stays, or braces serving to hold the forms in place until the concrete is placed shall be removed prior to being encased in the concrete. All permanent struts, stays, or braces shall be precast concrete struts or, at the Contractor's option, approved steel struts; no wooden struts shall be permitted.

During the placing of concrete, the Contractor shall continuously check the alignment of forms and immediately correct any yielding of the forms or falsework.

Concrete shall be deposited continuously for each monolithic section of the work by placing the fresh concrete in horizontal layers of approximately 12 inches {300 mm} in thickness. Each additional layer shall be placed and compacted before the preceding layer has taken its initial set, 45 minutes for mixtures without retarder and 60 minutes for mixtures with retarder.

For vertical members the maximum height of concrete placement shall not exceed 20 feet {6 m}, except for underwater concrete or when steel forms are used. When structurally sound steel forms are used, concrete placement may be made up to 30 feet {9 m} in height provided that an approved mortar tight downspout of sufficient length to reach within 5 feet {1.5 m} of the bottom of the placed concrete and a vibrator of sufficient length to provide good consolidation throughout the concrete placement are used. Any vertical member exceeding 20 feet {6 m} in height shall be broken into two or more approximately equal concrete placements unless the preceding requirements are met.

When succeeding concrete placements are necessary, the next concrete placement will not be permitted until the concrete in the underlying placed concrete has aged at least 12 hours or attained a minimum compressive strength of 2400 psi {17 MPa} from cylinders prepared in conformity with AASHTO T 23. When a set retarding admixture is used in the preceding concrete placement, the next concrete placement shall not be permitted until a 2400 psi {17 MPa} cylinder strength is attained.

The forms shall not be jarred nor shall any strain be placed on reinforcing bars partially encased in concrete that will cause damage to bond. All accumulations of mortar splashed on the reinforcing steel and surfaces of forms shall be removed before the next concrete placement.

When it is necessary to pump water from the excavation during placing of concrete to deposit the concrete in the dry, the sump for the intake hose shall be located outside the forms.

The use of aluminum pipes, chutes, or other devices made of aluminum that come into direct contact with the concrete shall not be utilized in the handling and placing operations.

a. Use of Chutes, Pipes or Belts.

Concrete shall not be dropped a distance of more than 5 feet {1.5 m} unless confined in an approved mortar tight downspout of not less than 4 inches {100 mm} in diameter. Downspouts shall be equipped with suitable hoppers at their inlet end and shall be provided in sectional lengths that will permit adjustment of the level of the outlet during placement.

The number of downspouts furnished shall be sufficient to ensure the concrete placement in horizontal layers. Depositing large quantities of concrete at one point in the form and running, flowing, or working the concrete along the forms will not be permitted.

In wall sections where a 4 inch {100 mm} downspout cannot be utilized without displacing the reinforcing steel, the concrete may be dropped in excess of the 5 feet {1.5 m} previously noted, provided such does not displace the reinforcing steel nor produce segregation of the concrete.

- (1) Chutes, pipes, or power belts may be used to convey concrete from the concrete mixer or transporting vehicle to the forms, and they shall convey it to its final position without segregation and without displacing the reinforcing steel. If the use of this equipment results in honeycombed or otherwise substandard concrete, the Engineer will require it to be changed or its use discontinued.
- (2) Chutes, pipes, and power belts shall be flushed with water after each run and this water shall be discharged free of the freshly placed concrete. All hardened concrete shall be promptly removed.

b. Pumping.

Direct placement of concrete by an approved pumping device will be permitted. The equipment shall be so arranged that no vibration result that might damage freshly placed concrete. The operation of the pump shall be such that a continuous stream of concrete

without air pockets is produced. When pumping is completed, the concrete remaining in the pipeline, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After each placement the equipment shall be cleaned to prevent improper results on subsequent operations.

c. Compacting and Vibrating.

Concrete, except underwater concrete, shall be thoroughly compacted by mechanical vibration applied internally, during, and immediately after depositing.

The application of a vibrator or vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective. Vibrators shall be manipulated so as to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms. Vibration shall be supplemented by as much spading as is necessary to ensure smooth surfaces and dense concrete.

The vibrators shall be methodically inserted and withdrawn from the concrete. The vibration shall be of sufficient duration and intensity to thoroughly compact the concrete, but vibrators shall be withdrawn before segregation and localized areas of grout result.

Vibration shall not be applied directly or through reinforcement to sections or layers of concrete that have hardened to the degree that the concrete ceases to be plastic under vibration. Vibrators shall not be used to make concrete flow in the forms over distances so great as to cause segregation.

2. Culverts.

See Section 524 for specific details not covered in this Section.

3. Retaining Walls.

See Section 529 for specific details not covered in this Section.

4. Bridges.

See Section 510 for specific details not covered in this Section.

5. Depositing Concrete Under Water.

a. General.

Concrete shall not be deposited in water unless provided for on the plans, or authorized as provided in Subarticle 503.03(g). Concrete placed under water shall be placed as hereinafter provided.

b. Control.

Seal concrete shall be placed continuously from start to finish ensuring the concrete placement being monolithic. The surface of the concrete shall be kept as nearly horizontal as practicable at all times. To ensure bonding, each succeeding layer of seal or foundation concrete shall be placed before the preceding layer has initially hardened. All laitance or other foreign matter shall be removed from the top surface of the concrete, and bonding of construction joints performed in accordance with the requirements given elsewhere in this Section.

c. Placing Methods.

Concrete specified to be deposited in water shall be seal concrete as provided in Article 501.02. To prevent segregation, it shall be carefully placed in a compact mass in its final position by means of a tremie, a bottom dump bucket, pumping, or other approved method. Concrete shall not be disturbed after being deposited. Still water shall be maintained at the point of deposit as nearly as practical.

(1) Use of Tremie.

A tremie shall consist of a rigid, watertight tube of sufficient strength to withstand the stress to which it is subjected and be at least 8 inches {200 mm} in diameter. The tremie shall be supported so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The tremie shall be plugged at the start of work with an approved device capable of separating the concrete from the water until the tube is filled with concrete. The tremie tube shall be kept partially filled with concrete at all times during the concrete placement. When a batch is

dumped into the hopper, the flow of concrete shall be induced by slightly raising the tremie, always keeping the discharge end in the deposited concrete. The flow shall be as nearly continuous as possible and in no case shall it be intentionally interrupted until the entire seal concrete foundation work is completed.

(2) Use of Bottom Dump Bucket.

The bottom dump bucket shall have a capacity of not less than 0.5 cubic yards {0.5 m³} and be mechanically equipped to prevent dumping until it rests on the foundation or previously placed concrete. The bucket shall be completely filled and lowered very carefully until it rests upon the foundation or concrete already placed so as not to get a wash over the bucket top. It shall then be raised very slowly during the discharge travel, the intent being to maintain as nearly as possible, still water at the point of discharge and to avoid agitating the mixture; also to allow the concrete to be deposited by the time the bucket emerges from the concrete already on the foundation.

(3) Pumping.

In addition to the requirements given elsewhere in this Section, the following shall also apply for placing concrete under water by pumping. Concrete may be pumped into a tremie, or directly to the point of placement. If the concrete is pumped directly to the point of placement, a rigid pipe shall be provided that must extend a minimum of 5 feet {1.5 m} above the water level when resting on the bottom of the excavation. A flexible hose suitable for pumping concrete may be used from the top of the rigid pipe to the concrete pump. The method of placing and handling the concrete shall be as described elsewhere in this Section.

(f) Construction Joints.

1. General.

Construction joints shall be placed only at the locations shown on the plans or as directed. In case of an emergency, if a construction joint is permitted, it shall be placed as approved by the Engineer.

2. Horizontal Joints.

Generally, horizontal joints shall be made by placing the concrete slightly above the grade of the construction joint, and after the surface has reached its final set, the surface shall be prepared as outlined in Item 4 below. Insert formwork shall be used to obtain neat, horizontal lines.

3. Vertical Joints.

Vertical joints shall be formed with substantial bulkheads or headers as required. Feather-edged joints will not be permitted.

4. Bonding.

Before placing concrete against any construction joint, the surface of the hardened concrete shall be scarified in such a manner that all foreign matter, laitance, and loose material is removed to expose sound concrete. The prepared concrete at the construction joint shall be kept wet for a minimum of one hour prior to placing concrete against it. An approved epoxy, listed in the MSDSAR manual, List II-7, "Epoxy Resin Systems for Use with Portland Cement Concrete", shall be placed for bonding freshly mixed concrete to hardened concrete. Keyways and dowels shall be placed as shown on the plans or directed.

5. Water Stops.

Water stops shall be furnished and placed as required by the plans. They shall form continuous watertight joints.

(g) Expansion Joints.

All joints shall be constructed according to details shown on the plans, providing the design width designated for the expansion joint. The insertion and removal of joint forming material shall be accomplished without chipping or breaking the corners of the concrete. Expansion material, when required, shall be placed as shown on the plans.

(h) Forms.

1. General.

Reference is made to Article 105.02 concerning working drawings and other details that require submission.

Forms shall be substantial and unyielding and so designed and constructed that the finished concrete will conform to the plan dimensions and contours within tolerances listed in other portions of these Specifications.

Basic bridge plan design is for removable forms and plan concrete quantities computed accordingly. Hence, removable forms are to be used unless stay-in-place forms are allowed by contract plan notes and details. When shown by contract plan details, the Contractor will be allowed the option of using permanent steel forms under deck slabs between girders, beams or stringers provided the cost of extra concrete and materials required by this type of form is at the Contractor's expense.

2. Design.

a. Removable Forms.

All removable forms shall be designed so that they may be removed without damage to the concrete. Forms shall be so constructed that portions where finishing is required can be removed for that purpose without loosening supports or disturbing portions of forms that must still remain in place.

b. Permanent Steel Bridge Deck Forms.

The forms and supports shall be zinc coated (Galvanized) steel conforming to ASTM A 653 with coating Class of G165 according to ASTM A 525 and shall otherwise meet all requirements relevant to permanent steel forms and the placing of concrete as specified herein and as noted on the plans. Miscellaneous fastener hardware (bolts, nuts, metal screws, and washers) shall be common stock hardware items galvanized to provide a zinc coating equal to or better than that required by ASTM B 633.

The following criteria shall govern the design of permanent steel bridge deck forms:

- (1) The steel forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot {2.4 kN/m²} for construction loads. The unit working stress in the steel shall not be more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 pounds per square inch {250 MPa}. The uncoated thickness of the forms shall not be thinner than 0.0359 inch {0.9 mm}.
- (2) Deflection under the weight {mass} of the forms, the plastic concrete, and reinforcement shall not exceed 1/180 of the form span or 0.5 inches {13 mm}, whichever is less, but in no case shall this loading be less than 120 pounds per square foot {5.7 kN/m²} total.
The permissible form camber shall be based on the actual dead load condition. Camber shall not be used to compensate for deflection in excess of the foregoing limits.
- (3) The design span of the form sheets shall be the clear span of the form plus 2 inches {50 mm} measured parallel to the form flutes.
- (4) Physical design properties shall be computed in accordance with requirements of the American Iron and Steel Institute Specification for the Design of Cold Formed Steel Structural Members, latest published edition.
- (5) The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained. A minimum concrete cover of 1 inch {25 mm} shall be maintained for the bottom slab steel.
- (6) Forms shall not be welded to any part of the structural steel main members (the definition of "main members" is given in Section 836. The installation of forms may be done by welding attachment straps together if backing plates are installed under the straps. The backing plates shall be thick enough to prevent burn-through. The width of the backing plates shall be at least one inch wider

than the width of the welded attachment straps so that the backing plates extend out at least one half inch beyond each edge of the welded straps.

3. Construction.

a. Removable Forms.

- (1) Forms shall be mortar tight and placed and maintained true to designated lines and grades until the concrete has been placed and hardened. Forms found unsatisfactory in any respect shall not be used and, if rejected, shall be removed from the immediate work site.
- (2) All moldings, panel work, and bevel strips shall be straight and true with neatly mitered joints and all corners in the finished work shall be true, sharp, and clean cut and of good workmanship. Forms shall be filleted and chamfered at all sharp corners except where angles exceed 90°, such as at the face of bridge curbs and deck overhangs. Unless otherwise shown on the plans, the equal sides on triangular molding or chamfer shall be 0.75 inches {19 mm}, except that for small members the width shall be 0.5 inches {13 mm}.
- (3) For narrow walls, columns, et cetera, the Engineer may require daylight and inspection holes at vertical intervals as directed.
- (4) Bolts or ties shall be used to prevent forms from spreading. All such bolts or ties shall be arranged so that at least 1 inch {25 mm} of that part adjacent to the concrete surface can be removed or broken off.
- (5) Anchor devices may be cast in the concrete for later use in supporting forms only if they are detailed on approved formwork or falsework plans.
- (6) The inside of all forms shall be coated with a non-staining oil or other approved material to prevent the concrete adhering to them. Extreme care shall be exercised to ensure that form oil does not come in contact with structural or reinforcing steel.
- (7) The forms shall be inspected before placing the concrete and the interior dimensions carefully checked to ensure that the concrete will be of the form and dimensions shown on the plans. The inside faces of the form shall be thoroughly examined and any projections, ridges, depressions, offsets, spaces or other unevenness corrected so that the surface of the concrete will be smooth, even and true, and mortar tight. All forms shall be wetted immediately prior to placing the concrete, but no excess water shall remain in the forms.
- (8) To permit proper surface finishing, forms shall be removed as soon after the concrete has set as is practicable and safe. In the determination of the time for the removal of forms, except those listed elsewhere in this Section, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the material used in the mixture. Methods of form removal likely to cause over-stressing of the concrete shall not be used. Forms shall not be removed without the approval of the Engineer.

b. Permanent Steel Bridge Deck Forms.

- (1) All forms shall be installed in a manner acceptable to the Engineer.
- (2) On steel members, form sheets will not be permitted to rest directly on the top of the stringer or floor beam flanges. Sheets shall be securely fastened to form supports and shall have a minimum bearing length of 1 inch {25 mm} at each end. Form supports shall be placed in direct contact with the flange of stringer or floor beam. The installation of attachment straps, shelf angles, and forms shall be carefully monitored to make sure that no welding (weld, arc strike, etc.) is done to the structural steel.

On concrete girders, form supports to be cast into the girders shall be shown on the shop drawings. All attachments to form supports shall be made by permissible welds, bolts, clips, or other approved means. Attachment by welding to form

supports may be performed by non-ALDOT qualified welders with welding electrodes recommended by the form manufacturer.

All form welds shall be cleaned of slag and wire brushed just prior to placing of the deck concrete.

- (3) Any permanently exposed form metal where the galvanized coating has been damaged shall be thoroughly cleaned, wire brushed, and painted with two coats zinc oxide-zinc dust primer, Federal Specification TT-P-641, Type II, no color added, to the satisfaction of the Engineer. Minor heat discoloration in areas of welds need not be touched up.
- (4) Transverse construction joints shall be located at the bottom of a flute and 0.375 inch {10 mm} weep holes shall be field drilled at not more than 12 inches {300 mm} apart along the line of the joint. If a bridge is on a skew, or in a curve, a weep hole shall be drilled in the bottom of each flute the joint crosses.

(i) Falsework.

1. Design and Construction.

a. General.

For the purpose of this specification, falsework shall be divided into two classes as follows:

Class 1 - Common or simple falsework such as temporary bracing to provide stability for bridge girders, permanent steel bridge deck forms, deck overhang supports, screed rail support systems, or substructure supports attached to permanent parts of the structure (i.e. drilled shafts, columns, caps, etc.).

Class 2 - Unique or complex falsework such as that required for box girder construction, RCDG construction, structural cofferdams, or any falsework used in connection with steel erection.

The Contractor shall be responsible for designing and constructing safe and adequate falsework which provides the necessary strength and rigidity, supports all loads imposed, and produces a finished structure with lines and grades shown on the plans. Falsework shall be designed and constructed to withstand all imposed loads during erection, construction, usage, and removal.

The Contractor shall submit to the Construction Engineer working drawings and design calculations for falsework in accordance with Article 105.02.

For both classes of falsework drawings, the Construction Engineer will verify that the licensed Professional Engineer signature and stamp requirements of Subarticle 105.02(d) are met. Class 1 drawings will be stamped for distribution and then distributed. Class 2 drawings will be forwarded to the Bridge Engineer for review to determine if the results of the licensed Professional Engineer's calculations are in compliance with design criteria. If the design criteria are met, the submittal will be returned to the Construction Engineer to be stamped for distribution and then distributed.

All falsework will be inspected by the Project Manager using the distributed drawings. For all Class 2 falsework, the licensed Professional Engineer who signed the falsework submittal shall verify that the falsework as constructed meets all design criteria prior to any load being placed thereon. A signed statement from the licensed Professional Engineer covering the verification shall be furnished to the Project Manager by the Contractor.

When falsework of either class is to be used over highway, pedestrian, or railroad traffic, additional details will be required to provide for special protection to prevent debris from falling on the traffic below. These additional details will be required for both removal and construction work.

All falsework drawings shall include a description and size of all members, connections, and miscellaneous hardware. When pre-manufactured assemblies are used, all parts shall be easily identified as those shown on the drawings.

All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. Screw jacks and/or

hardwood wedges shall be used to take up any settlement in the formwork either before or during the placing of concrete.

Any part of the permanent structure to which falsework will be attached shall attain a minimum compressive strength of 2400 psi {17 MPa} from cylinders prepared in conformity with AASHTO T 23 prior to the attachment.

Falsework that cannot be founded on a satisfactory footing shall be supported on piling, which shall be spaced, driven, and removed in an approved manner.

All spans shall be given a temporary camber to allow for deflection, shrinkage, and settlement. Bridges shall have a permanent camber only where so shown on the plans or directed.

b. Design Criteria.

Falsework shall be designed to withstand all imposed loads during erection, construction, usage, and removal. Designs shall be based on minimum loads, maximum stresses and deflections, and conditions in the following paragraphs. Allowable stresses are based on use of undamaged, high quality materials. The contractor shall reduce stresses if lesser quality materials are used.

Design Loads for falsework shall consist of the sum of dead and live vertical loads and assumed horizontal loads. Minimum total design load for any falsework shall not be less than 100 pounds per square foot {4.8 kN/m²} for the combined live and dead load regardless of slab thickness.

Dead Loads shall include weight {mass} of concrete, reinforcing steel, forms, and falsework. Weight {mass} of concrete, reinforcing steel, and forms shall not be assumed to be less than 160 pounds per cubic foot {25 kN/m³}.

Live Loads shall consist of the actual weight {mass} of any equipment to be supported by falsework applied as concentrated loads at the points of contact and a uniform load of not less than 20 pounds per square foot {0.960 kN/m²} applied over the area supported plus 75 pounds per linear foot {1.1 kN/m} applied at the outside edge of deck overhangs.

Horizontal Loads applied shall be the sum of the actual horizontal loads due to equipment, construction sequence, or other causes and an allowance for wind, but in no case shall the design horizontal load to be resisted in any direction be less than two percent of the total dead load. Falsework shall be designed of sufficient rigidity to resist the design horizontal load prior to placement of concrete.

Falsework Foundations shall be designed to carry the loads imposed on them without exceeding allowable soil bearing values and anticipated settlements.

Maximum allowable stresses, loadings, and deflections used in design of falsework shall be as follows:

TIMBER	
Compression perpendicular to the grain (Dense Select Structural Grade Southern Pine)	450 psi {3 MPa}
Compression parallel to the grain but not to exceed 1600 psi {11 MPa}	$480,000/(L/D)^2$ psi { $3300/(L/D)^2$ MPa}
Flexural stress reduced to 1500 psi {10 MPa} for members with a nominal depth of 8 inches {200 mm} or less.	1800 psi {12 MPa}
Horizontal shear (Dense Select Structural Grade Southern Pine)	90 psi {0.620 MPa}
Deflection due to weight {mass} of concrete.	1/240 of clear span irrespective of the fact that the deflection may be compensated for by camber strips.
Timber piles, maximum loading (12 inch {300 mm} Butt Diameter)	24 tons {213 kN}

STEEL	
Deflection due to weight {mass} of concrete irrespective of the fact that the deflection may be compensated for by camber strips.	1/240 of clear span
Stresses shall not exceed those specified in the Manual of Steel Construction as published by the AISC. When the grade of the steel cannot be positively identified, design stresses shall conform to either those specified in said AISC Manual for ASTM A 36 steel or the following:	
Tension, axial and flexural.	22,000 psi {152 MPa}
Compression, flexural (But not to exceed 22,000 psi {152 MPa})	12,000,000 / (LD/bt) psi {83 000/ (LD/bt) MPa}
Compression, axial. (Except L/r shall not exceed 120.)	16,000 - 0.38(L/r) ² psi {110 - 0.38(L/r) ² MPa}
Shear on gross section of the web of rolled shapes.	14,500 psi {100 MPa}
Web crippling for rolled shapes	27,000 psi {186 MPa}

In the foregoing formulas, L is the unsupported member length, D is the least dimension of rectangular columns, or the width of a square of equivalent cross sectional area for round columns, or the depth of beam, b is the width of member, t is the thickness of the compression flange and r is the radius of gyration of the member. E, modulus of elasticity, used for timber shall be 1.6 X 10⁶ psi {11 GPa} and for steel shall be 30 X 10⁶ psi {200 GPa}.

Any additional design criteria, which may be needed, shall be developed by the Contractor's licensed Professional Engineer designer and included with the calculations of the falsework submittal.

Falsework over or adjacent to roadways or railroads which are open to traffic during construction shall be designed and constructed such that it is stable if subjected to vehicular impact or features shall be provided to protect falsework supports from vehicular impact. Protection shall be designed such that it does not present a hazard to vehicular traffic.

Design criteria for permanent steel bridge deck forms shall be as shown elsewhere in this Section.

2. Removal of Falsework.

No falsework supporting concrete shall be removed or wedges loosened without the consent of the Engineer.

If adequate test cylinders have been made, falsework may be removed when the cylinders indicate that the concrete has developed a minimum compressive strength of 2400 psi {17 MPa}, otherwise falsework shall be removed according to the following time limitations.

Falsework may be removed after expiration of 14 days exclusive of days when for four hours or more the temperature is below 40 °F {5 °C}. Falsework under slabs of less than 6 foot {2 m} span may be removed after seven days with the same temperature limitations.

Falsework shall be gradually and uniformly released in such a manner as to avoid injurious stresses in any part of the structure. Wedges shall be removed first under slabs and transverse beams, starting at the center of the span and working both ways; then wedges under longitudinal girders and beams shall be removed also starting at the center of the span and working both ways simultaneously.

All falsework piles, at the time of removal or cleanup, shall be pulled out or cut off at an elevation not more than 6 inches {150 mm} above the bed of the stream. Piles not in water shall be removed or cut off flush with or below the ground surface of stream bed. Piles within roadbed limits shall be cut off at least 3 feet {1 m} below subgrade elevation. Other piles within roadway limits shall be cut off at least 12 inches {300 mm} below the finished surface of the front slope, ditch, or backslope.

(j) Curing Concrete.

1. Exposed Surfaces.

Whenever the Engineer determines that weather conditions are such that evaporation from the surface may cause shrinkage cracking, a fog or mist spray may be required at intervals as needed during and after finishing until curing material can be applied so that the surface will be at all times damp but not excessively wet.

The Contractor shall give careful attention to the proper curing of the concrete. All surfaces not covered by forms shall be protected with an approved membrane curing compound, from List II-30 of the MSDSAR manual, dampened burlap, Polyethylene Film* (White Opaque), White Burlap -Polyethylene Sheet*, cotton mats, or wetted sand, as soon after placing the concrete as possible without marring the surface, except for bridge deck slabs which shall be treated as noted in Item 2 below. Immediately upon removal of forms, other surfaces shall be treated by one of the approved curing methods.

Unless membrane curing compound is used, all curing materials shall be kept wet and shall remain in place for seven days, except that small portions may be temporarily removed during actual finishing operations.

*Note: When polyethylene film or white burlap-polyethylene sheeting is used, it shall be installed and maintained in such a manner that a complete, moisture-tight enclosure over the surface to be cured will be provided. These materials shall meet the requirements noted in Section 830.

2. Bridge Deck Slabs.

a. General.

Prior to placing a bridge deck slab, the evaporation rate shall be determined by use of the graph in Figure 1, "Evaporation Rate of Surface Moisture", and recorded on form BMT-171, "*Evaporation Rate Record*". The Contractor shall furnish the equipment necessary to measure the air temperature (ambient), wind velocity, and humidity. The equipment or a manufacturer's certificate of calibration showing the equipment's model number and serial number shall be submitted to the Area Materials Engineer no less than 14 days prior to their use. The equipment shall consist of the following instruments with the following specifications.

(1) Anemometer:

Range - 0-25mph {0-40 km/hr}.
Accuracy - plus or minus 1.5%.
Units - U.S. Customary and Metric.

(2) Hygrometer:

Range - 10-95% relative humidity.
Accuracy - plus or minus 1.5%.
Units - U.S. Customary and Metric.
Certified and traceable to N.I.S.T.

(3) Thermometer:

Range - 0-140 °F {0-60 °C}.
Accuracy - plus or minus 2 °F {plus or minus 1 °C}
Units - U.S. Customary and Metric.

Combination instruments such as anemometer and thermometer or hygrometer and thermometer will be accepted provided they meet the above requirements.

If the placement is expected to last more than two hours, the evaporation rate shall be checked and recorded on form BMT-171 at two-hour intervals or less. To prevent plastic shrinkage cracking, the expected evaporation rate shall not exceed 0.2 pounds per square foot per hour {1.0 kg/m²/hour}. When the evaporation rate exceeds this amount, the Contractor shall be required to effectively reduce the rate to within the allowable limits by taking one or more of the following actions:

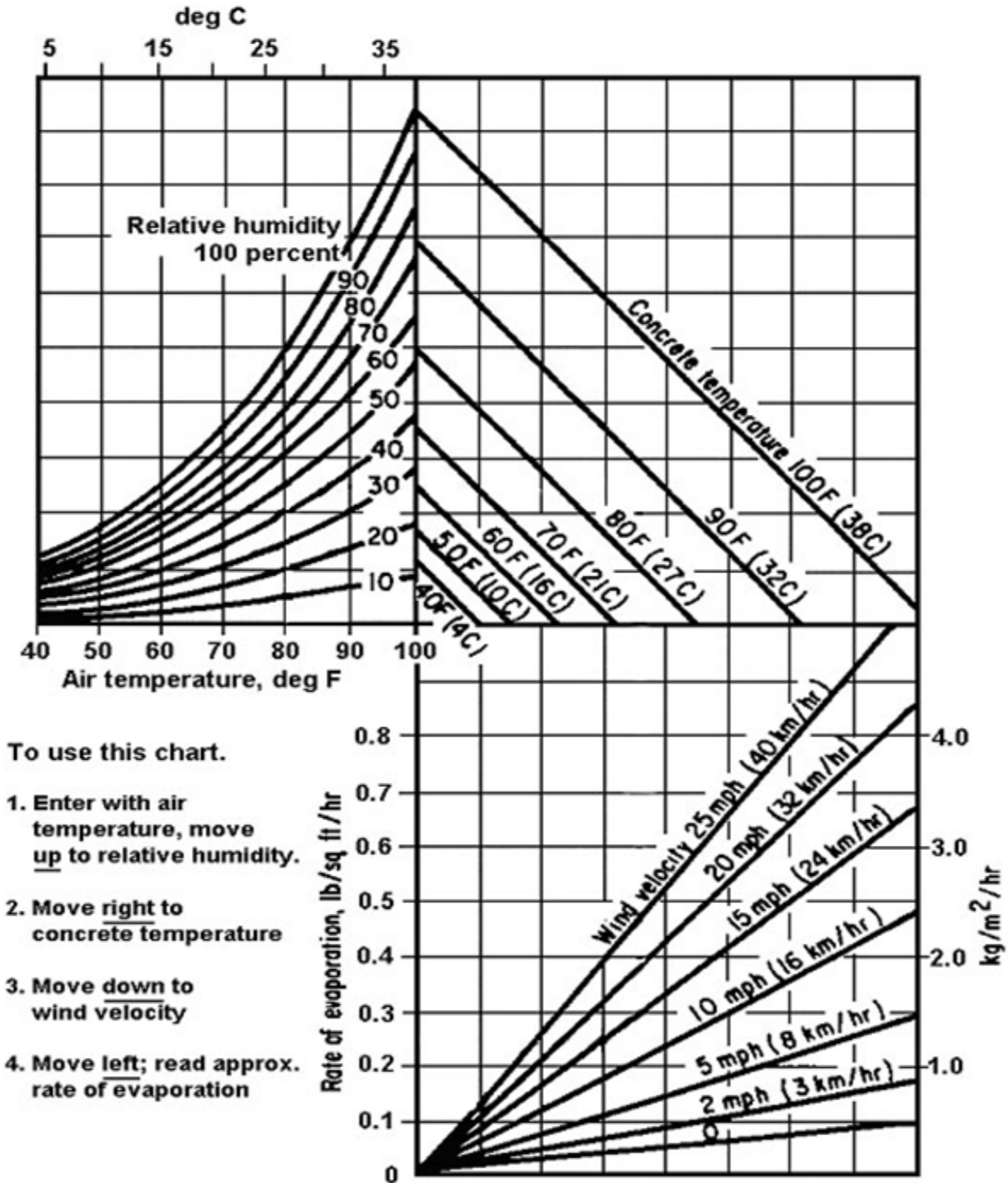
(1) Construct windbreaks or enclosures to effectively reduce the wind velocity throughout the area of placement.

(2) Use fog sprayers or sprinklers upwind of the placement operation to effectively increase the relative humidity.

(3) Reduce the temperature of the concrete.

The Department will evaluate plastic shrinkage cracks that occur. Remedial measures shall be performed as directed by the Engineer. Plastic shrinkage cracks shall never be troweled over or filled with slurry.

FIGURE 1. Evaporation Rate of Surface Moisture



b. Evaporation Control After Screeding.

Continuous fogging or an evaporation barrier (monomolecular) material shall be used for all bridge deck curing beginning immediately after the screeding operations have been completed for sections of the deck not to exceed five feet from the starting location.

If fogging is to be used, a continuous fog or mist spray shall be maintained until the moist curing procedures described elsewhere in this Section begin. Intermittent fogging is not acceptable if there is drying of the concrete surface. If water begins to pond on the deck, the Contractor shall adjust the rate of fogging to minimize the ponding of water.

If an evaporation barrier material is to be used, it shall be applied immediately behind the screeding operation and in accordance with the manufacturer's recommendations. The entire top portion of the concrete slab shall be covered with the barrier material applied under pressure at a rate of one gallon {liter} to not more than 200 square feet {5 m²} of fresh concrete. Application shall be done with an industrial type sprayer in such a manner as to cover the surface being treated with a uniform film.

c. Moist Curing After Finishing.

Immediately after the finishing operation, concrete bridge decks shall be moist cured for seven days by maintaining a moist condition for the entire curing period. This may be accomplished by one of the following methods:

- (1) Fog spraying or sprinkling with nozzles or sprinklers. When using this method, the Contractor shall maintain a complete and continuous moist condition of the concrete surface. Intermittent sprinkling is not acceptable. Care shall be taken that erosion of the surface does not occur.
- (2) Saturated burlap, saturated plastic coated burlap, or cotton mats. These curing materials shall be clean and free from any injurious substances that can cause deleterious effects to the concrete or cause discoloration. The burlap or cotton shall be completely saturated before being placed on the concrete and shall be maintained in that condition for the entire curing period. Should tears or holes appear in the mat sheets, they shall be repaired immediately. All edges of burlaps and mats shall extend at least 18 inches {450 mm} beyond the concrete surface. Where two individual sheets join, their edges shall overlap at least 12 inches {300 mm}. All edges and overlaps shall be secured to ensure that the concrete surface is completely covered during the entire curing period. These curing materials shall be kept in contact with the concrete surface at all times. Alternate cycles of wetting and drying shall be avoided because this may result in pattern cracking.

Prior to the start of the curing operation, the contractor shall have an approved curing system that ensures continuous moist curing of the concrete for 24 hours per day.

If water or the chosen curing material stains or discolors concrete surfaces, which are permanently exposed, the contractor shall be responsible for cleaning the surfaces. When wooden forms are left in place during curing, they shall be kept wet at all times. If steel forms are used in hot weather, non-supporting vertical forms shall be broken loose from the concrete and curing water continually applied in this void. If the forms are removed before the end of the curing period, curing shall be carried out as on unformed surfaces.

3. Protection of Concrete during Curing.

Green concrete shall be protected against jarring or other movement that might cause damage. No traffic or other superimposed load will be permitted over bridges or culverts until the following criteria have been met:

- (1) Bridges - The concrete shall have reached a minimum 4000 psi {28 MPa} compressive strength as determined from test cylinders.
- (2) Culverts - The culvert concrete shall have reached a minimum of 4000 psi {28 MPa} compressive strength as determined from test cylinders or 28 days have passed since the last concrete was placed exclusive of days when for 4 hours or more the temperature is below 40 °F {5 °C}.

(k) Finishing Concrete.

1. General.

The details set forth hereinafter in this Subarticle cover the requirements for the several classes of surface finishes which shall be applied to the various parts of concrete structures.

These various classes of surface finishing will be used in accordance with the following:

Class 1 - required on all concrete surfaces except wearing surfaces and surfaces placed in direct contact with natural ground or embankment.

Class 2 - required on all exposed concrete surfaces within the requirements noted elsewhere in this Section unless another class is specified.

Class 3 - may be used on designated bridge structures when specified by plan details.

Wearing surface finish for bridge deck travelway shall be as specified in Subitem 510.03(c)6.c. and for sidewalks as specified in Item 510.03(c)7.

Exposed surfaces or sidewalks, driveways, curbs, and gutters shall have a textured finish obtained by the use of a burlap or cotton drag, brush, or broom so that a uniform gritty texture is obtained. Exposed surfaces of concrete flumes and slope paving shall have a float finish.

2. Class 1 Finish (Ordinary Surface Finish).

This class finish will require the concrete surface to be free from objectionable projections, swells, fins, ridges, depressions, waves, holes, and other defects. This will require that immediately after the forms are removed, metal ties shall be removed for a minimum depth of 1 inch {25 mm} from the face of the concrete. All cavities or depressions resulting from this removal, or from other causes, shall be carefully filled and pointed with a mortar of sand and cement, and the surface left smooth and even. The proportion of cement to sand, measured by volume, shall be one to two unless otherwise specified. The surface film of all pointed areas shall be carefully removed before setting occurs. Any fins, ridges, or projections shall be struck off smooth with the surface of the concrete. Particular care shall be taken throughout the progress of this operation to use one of the curing methods covered elsewhere in this Section.

If a Coated Surface Finish is to be applied in a later finishing operation, the coating material may be used in lieu of mortar to fill small air holes in the concrete surface; however, this must be given time to take a set prior to applying the Coated Surface Finish.

3. Class 2 Surface Finish.

a. General.

This class surface finish requires that, in addition to a Class 1 finish, the exposed surfaces of bridges, culverts, headwalls, inlets, etc. as defined in the Subitem d. below, receive an additional surface finish in accordance with the following:

If only one brand and type of cement from the same mill is used in a structure or unit (substructure or superstructure), the Contractor may elect to either apply a Rubbed Surface Finish or apply an approved coated Surface Finish.

If more than one brand of cement is used in a structure, the Contractor shall apply a Coated Surface Finish.

The same type of surface finish shall be used throughout the entire structure unless otherwise authorized in writing by the Engineer.

b. Rubbed Surface Finish.

As soon as the Class 1 surface finish has been completed and the pointing has set sufficiently to permit it, the entire surface except chamfers shall be wetted with a brush and rubbed with a No. 16 carborundum stone or an abrasive of equal quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all form marks and projections, producing a smooth dense surface without pits or irregularities. The material, which in the above process has been ground to a paste, shall then be carefully spread or brushed uniformly over the entire surface and allowed to take a reset. Curing shall continue on this surface as noted to be required elsewhere in this Section.

The final finish shall be obtained by a complete rubbing with a No. 30 carborundum stone or an abrasive of equal quality. This rubbing shall continue until the entire surface is of a smooth texture and uniform in color.

c. Coated Surface Finish.

Only Departmental approved coated finishing materials may be used. The coating material shall be one of the coating materials shown on List III-3, "Surface Coatings for Portland Cement Concrete". This list is given in the Department's Manual, "Materials, Sources, and Devices with Special Acceptance Requirements".

The application of the coating shall be in an approved manner (normally in accordance with the manufacturer's recommendations) by competent and experienced personnel. The overall coated finish shall be uniform in coverage, texture, and color after the coating material has taken set and cured. Failure to obtain uniformity of coverage, texture, and color shall be cause for the Engineer to require such remedial action as deemed necessary to obtain the desired results.

The following actions shall be taken before the application of any coated finish:

A Class 1 surface finish shall be applied and all pointing completely set.

Surface shall be cleaned and free from foreign matter.

If membrane curing compound was used to cure the concrete, the curing compound shall have weathered for a minimum time period of six weeks. Special care shall be taken to ensure that areas not to be treated are protected to prevent treatment from overlapping onto these designated areas.

d. Exposed Surfaces.

Exposed surfaces for this class finish is defined as all surfaces, including bottom chamfers and fillets except (1) the wearing surface of roadway slabs and sidewalks, (2) those surfaces having immediate contact with embankment or excavation, (3) those surfaces below low water level and/or below newly established ground line after backfilling excavation or excavated channels, (4) underside and interior faces of girders, beams, and slabs, and underside of sidewalks where the edge beam extends 3 inches {75 mm} or more below the bottom of the sidewalks, (5) top and bottom surfaces of all type caps, and (6) those parts of minor structures, box culverts, and bridge culverts that are not readily visible from a travelway.

4. Class 3 Surface Finish.

This class surface finish requires that, in addition to the Class 1 surface finish, only the designated exposed surfaces of a bridge structure noted below be given an additional finish of either a rubbed or coated finish in accordance with the requirements given elsewhere in this Section.

Exposed surfaces shall be defined as the inside, top, and outside surfaces of barrier rail to bottom of slab overhang, and all portions of the bridge abutments outside the edge of the exterior girders that are not in immediate contact with embankment or excavation. All other structure surfaces, exposed and unexposed, shall receive a Class 1 finish immediately after the forms are removed.

(I) Concrete for Precast Non-Prestressed and Prestressed Members.

Concrete for precasting shall meet the requirements given in this Section unless amended by concrete requirements given in other Sections.

Additional requirements are given in Section 512 and ALDOT-367 for the concrete required for precast non-prestressed concrete bridge members. Additional requirements are given in Section 513 and ALDOT-367 for the concrete required for precast prestressed concrete bridge members.

501.04 Inspection.

(a) General.

The Contractor shall give the Engineer sufficient advance notice before starting to place concrete in any section of a structure to permit the inspection of forms, placing of steel reinforcements, and of preparation for placing. Any defective falsework or forming shall be

corrected, or removed and replaced as necessary to the satisfaction of the Engineer, all at the expense of the Contractor.

Authorization of the Engineer shall be secured before concrete is placed in any portion of a structure. Any concrete placed in violation of this provision, or in the absence of the Inspector, shall be removed and replaced at no additional cost to the State.

(b) Removable Forms.

After the forms have been removed, any defective work discovered shall be removed and replaced in a satisfactory manner. If the surface of the concrete is bulged, sagged, uneven, or honeycombed to such an extent that it cannot be satisfactorily repaired, the entire section shall be removed and replaced, at no additional cost to the State.

(c) Stay In Place Steel Forms.

After the deck concrete has been in place for a minimum period of two days, the concrete, if deemed necessary by the Engineer, shall be tested for soundness and bonding of the forms by sounding with a hammer as directed by the Engineer. The number and locations of the forms to be tested shall be as selected by the Engineer. If areas of doubtful soundness are disclosed by this procedure, the Contractor will be required to remove the forms from such areas for visual inspection after the concrete has attained a minimum compressive strength of 2400 psi {17 MPa}. Care shall be exercised to distinguish the sound of broken bond from the sound of defective concrete.

At locations where sections of the forms are removed, the Contractor will not be required to replace the forms, but the adjacent metal forms and supports shall be repaired to present a neat appearance and assure their satisfactory retention. As soon as the forms are removed, the concrete surfaces will be examined for cavities, honeycombing, and other defects. If irregularities are found, and in the opinion of the Engineer these irregularities do not justify rejection of the work, the concrete shall be repaired as the Engineer may direct. If the concrete where the forms are removed is unsatisfactory, additional forms, as necessary, shall be removed to inspect and repair the slab, and the Contractor's methods of construction shall be modified as required to obtain satisfactory concrete in the slabs. All unsatisfactory concrete shall be removed or repaired as directed by the Engineer.

The Contractor shall provide all facilities as are reasonably required for the safe and convenient conduct of the Engineer's inspection procedures. No additional compensation will be allowed the Contractor for compliance with the above inspection procedures.

501.05 Acceptance of Concrete.

(a) General.

Certified Concrete Technicians, as required by the Department, shall perform all concrete inspections and testing. Procedures for technician certifications and laboratory qualifications are described in ALDOT-405, "Certification and Qualification Program for Concrete Technicians and Concrete Laboratories".

Fresh concrete will be accepted on the basis of slump, total air content, and temperature meeting the requirements specified for the Class of concrete.

Hardened concrete shall be accepted on the basis of compressive strength meeting the requirements specified in Item 501.02(c)2 for that Class of concrete.

Compressive strength from concrete cylinders will be accepted when the average of two consecutive cylinder test results, obtained at the same age, equals or exceeds the specified 28-day compressive strength, and neither cylinder test result is below 95% of the specified 28-day compressive strength.

(b) Substandard Concrete.

1. General.

The Department will investigate any concrete not meeting the acceptance requirements outlined in Subarticle 501.05(a). Concrete investigations will be used to determine the suitability of potentially substandard concrete. This investigation may include any or all of the procedures outlined in **ALDOT-457**.

The combined results of the Department's investigations will be used to assess the acceptability or rejection of potentially substandard concrete.

If the investigation results show that the concrete fails to meet the contract requirements, the Contractor shall be responsible for the cost of the investigation to include, but not limited, to per-diem, travel expenses, and sampling and testing.

In instances where the Department determines it is impractical or unfeasible to core the in-place concrete represented by substandard cylinder breaks, the concrete will be accepted with a price adjustment equivalent to the cylinders' percentage of the specified 28-day compressive strength. If the average 28-day compressive strength of the cylinders is less than 70% of the specified 28-day compressive strength, the concrete will be rejected.

The price adjustment will be applied to the applicable pay item for the number of cubic yards represented by the low breaks.

2. In-Place Compressive Strength.

If the Department deems it necessary, a core investigation, as described in ALDOT-457, will be performed to determine the average equivalent 28-day compressive strength of the in-place substandard concrete.

If the average equivalent 28-day compressive strength of the cores is equal to or greater than 90% of the specified 28-day compressive strength, the concrete will be accepted with no price adjustment.

If the average equivalent 28-day compressive strength of the cores is 85% or greater but less than 90% of the specified 28-day compressive strength, the concrete will be accepted with an 85% price adjustment. The price adjustment will be applied to the applicable pay item for the number of cubic yards represented by the low breaks.

If the average equivalent 28-day compressive strength of the cores is 75% or greater but less than 85% of the specified 28-day compressive strength, and the Engineer deems the concrete to be structurally acceptable, the concrete will be accepted with a 50% price adjustment. The price adjustment will be applied to the applicable pay item for the number of cubic yards represented by the low breaks.

If the average equivalent 28-day compressive strength of the cores is less than 75% of the specified 28-day compressive strength, the concrete will be rejected.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: August 27, 2019

Special Provision No. 18-0600

EFFECTIVE DATE: December 1, 2019

SUBJECT: Cement.

Alabama Standard Specifications, 2018 Edition, SECTION 815 shall be replaced with the following:

SECTION 815 CEMENT

815.01 Type I Portland Cement.

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

815.02 Type II Portland Cement.

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

815.03 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.

815.04 Type IS Portland Blast Furnace Slag Cement.

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

815.05 Type IL Portland Limestone Cement.

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

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 (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), 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

DATE: July 30, 2019

Special Provision No. 18-0665

EFFECTIVE DATE: January 1, 2020

SUBJECT: Mulching.

Alabama Standard Specifications, 2018 Edition, SECTION 656 shall be revised as follows:

SECTION 656 MULCHING FOR VEGETATION ESTABLISHMENT

656.03 Construction Requirements.

(a) Mulching Operations.

Subarticle 656.03(a) shall be replaced by the following.

(a) Mulching Operations.

Seeded areas shall be covered with mulch within 48 hours after seeding. Mulch shall be applied at the rates required below for the type of mulch used. Mulch shall be furnished to effectively control erosion and promote the establishment of vegetation.

Dry blown mulch shall be stabilized by crimping, by the application of a tackifier adhesive, or by anchoring with a mulch control netting, with the following exceptions: crimping shall only be allowed on slopes 3:1 or flatter, and tackifier adhesive shall be required for applications within 10 feet {3 meters} of traffic. During crimping operations, care shall be taken to follow as closely as possible to the contours of the mulched surface. Crimping shall result in the mulch being securely lodged into the soil providing both erosion protection and promotion of vegetation establishment. Tackifier adhesive shall be applied at the rate recommended by the manufacturer.

Hydraulic Mulch products shall be applied in accordance with manufacturer recommendations, typically in opposing directions to provide a solid blanket of mulch product. Hydraulic Mulches may be used within 10 feet {3 meters} of traffic as an alternate to dry blown mulch with tackifier adhesive. Hydraulic Mulches **and tackifiers** shall not be installed in areas subject to channelized flow or areas having a potential to flood during a local 2-year, 24-hour storm event.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: September 10, 2019

Special Provision No. 18-0699

EFFECTIVE DATE: January 1, 2020

SUBJECT: Temporary Erosion and Sediment Control.

Alabama Standard Specifications, 2018 Edition, SECTION 665 shall be revised as follows:

SECTION 665 TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

665.02 Materials.

Article 665.02 shall be replaced with the following:

665.02 Materials.

(a) Temporary Seeding.

Seeds shall be furnished in accordance with the requirements given in Item 860.01(a)1. Seed mixes used for temporary seeding shall be in accordance with the following table:

TEMPORARY SEEDING	
September through December	
Annual Ryegrass	25 pounds per acre {28 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	10 pounds per acre {11 kg per hectare}
January through April 15	
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	30 pounds per acre {34 kg per hectare}
Annual Ryegrass	15 pounds per acre {18 kg per hectare}
April 16 through August	
Brown Top Millet	30 pounds per acre {34 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Hulled Bermuda Grass	10 pounds per acre {11 kg per hectare}

(b) Temporary Mulching.

Temporary mulching materials shall conform to the requirements given in Article 860.03 for Mulching Material.

(c) Temporary Pipe.

Temporary pipe may be constructed of any type of material that will be suitable for the required work. The inside diameter of the pipe shall be selected by the Contractor based on expected flows and shall be a minimum of 12 inches {300 mm} or as shown on the plans. End treatments, joint sections, and tees shall also be of materials and sizes that are suitable for the required work. Anchors shall be installed when required to keep the pipe in place.

(d) Polyethylene.

Polyethylene sheets may be of any size or color capable of serving the purpose intended provided it is of at least 4 mil {0.1 mm} in thickness.

(e) Temporary Coarse Aggregate.

Temporary coarse aggregate shall be either stone or concrete from the demolition of structures on the Right of Way.

Stone aggregate for stabilized construction entrances and temporary access roads to sedimentation basins shall meet the requirements for ALDOT Number 1 coarse aggregate given in Section 801. Concrete from the demolition of structures shall meet the gradation requirements for ALDOT Number 1 coarse aggregate given in Section 801. Reinforcing steel shall be removed from the concrete used for temporary coarse aggregate.

Stone aggregate for other erosion and sediment control purposes shall be the size shown on the plans and shall meet the requirements given in Section 801.

(f) Temporary Riprap.

Unless shown otherwise on the plans, temporary riprap shall be either stone or concrete from the demolition of structures on the Right of Way. Stone riprap shall meet the requirements for Class 2 riprap given in Section 814. Concrete from the demolition of structures shall meet the size and weight requirements given for Class 2 riprap in Section 814. Reinforcing steel shall be cut flush with the surfaces of the demolished concrete. The geotextile used for both underlayment and as a choker shall meet the requirements of AASHTO M288 for Permanent Erosion Control Geotextile, Class 1. A list of geotextile materials acceptable for use in this application (List II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements". Choker stone shall meet the requirements of Section 801.

(g) Hay Bales.

Bales may be either hay or straw containing 5 cubic feet {0.14 m³} of material and having a weight {mass} of not less than 35 pounds {16 kg} with a minimum length of 3 feet {0.9 m}.

(h) Sand Bags.

Bags may be cotton, burlap, woven polypropylene, polyethylene, polyamide fabric or other material that will adequately confine the aggregate content for the duration of the use of the bag. Bags shall be filled with sand, limestone screenings or aggregate that is smaller than ALDOT #78. Fill material shall be selected by the Contractor based on the required bag application. Each filled bag shall have minimum dimensions of 18" x 12" x 3" {450 mm x 305 mm x 75 mm} and shall have a minimum weight {mass} of 30 pounds {13 kg}.

(i) Silt Fence.

Silt fence shall be a geotextile filter supported between posts with a wire mesh backing as shown on the plans. Posts shall be strong enough to provide and retain the fence configuration shown on the plans while being subjected to loading of silt, water and debris.

Silt fence shall meet the requirements given in Section 810 and AASHTO M 288 as supplemented by the following requirements:

- The support backing for the geotextile shall be 14 gage steel wire mesh. The vertical spacing of the wire in the mesh shall be 6 {150 mm} inches. The minimum horizontal spacing of the wires shall be 6 inches {150 mm} and the maximum horizontal spacing shall be 12 inches {300 mm}.
- The geotextile filter shall be either a non-woven geotextile or a woven geotextile composed of monofilament yarns.

A list of geotextile materials acceptable for use in this application (List II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(j) Wattles.

A wattle shall be a tubular shaped product specifically manufactured for erosion and sediment control. Biodegradable wattles shall be manufactured using interwoven biodegradable plant material such as straw, coir, or wood shavings in biodegradable or photodegradable netting that is of sufficient strength to resist damage during handling, installation and use. Wattles manufactured using non-biodegradable materials shall be completely removed from the project when no longer required or useful. Disposal shall be in accordance with recommendations from the wattle manufacturer.

The required minimum diameter of the wattle shall be determined based upon its intended application and shall be as follows unless shown otherwise on the plans. When installed for the purposes of slowing sheet flow or by interrupting the lengths of longer slopes (slopes longer than 50 feet {15 m}), the minimum diameter of the wattle shall be 9 inches {230 mm}. For all other applications including perimeter sediment barriers the minimum diameter of the wattle shall be 20 inches {500 mm}. Wattles of smaller than required diameter may be provided as a stacked installation in accordance with manufacturer recommendations for stacking if the total height of the installation is at least 20 inches {500 mm}. The diameter or height will be verified by measuring the wattle after installation. Wattles installed in a ditch check application shall have a geotextile underlayment that shall meet the requirements of AASHTO M288 for Permanent Erosion Control Geotextile, Class 1. A list of geotextile materials acceptable for use in this application (List II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements". A geotextile underlayment is not required if the ditch is otherwise lined with materials such as rolled erosion control product, sod, or established permanent vegetation.

A list of acceptable manufactured wattle products (LIST II-24 "TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(k) Silt Dikes.

Silt dikes shall be a triangular shaped cross section with a height of at least 8" {200 mm} in the center with equal length sides and a 16" to 20" {400 mm to 500 mm} base. The triangular shape shall be urethane foam. The outer cover shall be a woven geotextile fabric placed around the urethane foam. The geotextile shall also extend beyond both sides of the triangle at least 2 feet {600 mm}. Dikes shall be attached to the ground with wire staples in accordance with the silt dike manufacturer's recommendations.

(l) Brush Barrier.

Brush Barriers shall be constructed of selected brush, limbs and small trees from the clearing operations. The geotextile used for both underlayment and as a choker shall meet the requirements of AASHTO M288 for Permanent Erosion Control Geotextile, Class 1. A list of geotextile materials acceptable for use in this application (LIST II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(m) Manufactured Inlet Protection Device.

Manufactured Inlet Protection Devices shall be provided in accordance with requirements shown on the plans. Manufactured inlet protection devices shall consist of filter fabric held in place by a rigid frame. The frame shall be strong enough to support the stormwater flow and weight of any sediment that accumulates on the filter. The manufactured inlet protection device shall have an overflow feature to allow the passage of water during high flow conditions. The filter fabric shall have the following properties:

- Minimum Tensile Strength (Machine Direction) of 80 pounds {355 Newtons} (ASTM D 4632);
- Minimum Permittivity of 0.05 sec⁻¹ (ASTM D 4491);
- Maximum Apparent Opening Size of US Std #30 sieve {0.60 mm} (ASTM D 4751);
- Minimum UV Stability of 70% (ASTM D 4355 at 500 hours).

A list of acceptable manufactured inlet protection devices (LIST II-24 "TEMPORARY **AND PERMANENT** EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(n) Floating Basin Boom.

Floating basin booms shall consist of a reinforced fabric attached on the upper side to floatation members and ballasted on the lower side with chains or weights to form a bottom-tensioned floating curtain boom. Floating basin booms shall be devices manufactured specifically for use in containing sediment suspended in water.

All materials used in the floating basin boom shall comply with the requirements shown on the plan details and the manufacturer's recommendations for the intended application.

The floatation members shall be made of foam with a minimum diameter of 6 inches {150 mm} or as shown on the plans. The skirt depth below the foam floatation shall be a minimum of 5 feet {1.5 meters} or as shown on the plans. The ballast shall be galvanized proof coil chains or other acceptable weights capable of retaining the skirt in a vertical position. The boom shall be Yellow or International Orange in color.

Anchors capable of holding the floating basin boom in place shall be made of a material recommended by the manufacturer.

(o) Sedimentation Basins.

Components of sedimentation basins shall meet the requirements shown on the plans. Materials for the construction of the sedimentation basins shall be selected from the lists in the Department's "Materials, Sources and Devices with Special Acceptance Requirements" if lists are available for the materials. If lists are not available, materials shall be provided in accordance with all applicable Department specifications and shall be of a quality that enables the sedimentation basin to function as intended for the duration of the need of the sedimentation basin.

The Contractor shall submit a description of all of the materials proposed for the construction of the sedimentation basins. The proposed list of materials shall be submitted with the submittal of the Stormwater Management Plan (SWMP) that is described in Subarticle 108.04(b).

(p) Flow Baffles.

Flow Baffles shall be a rolled erosion control product supported between posts with a wire mesh backing as shown on the plans. The posts and wire mesh shall meet the same requirements as given for silt fence. The rolled erosion control product shall consist of 100 % coconut (coir) fibers and meet the following requirements:

- Minimum Weight of 20 ounces per square yard {678 grams per square meter} (ASTM D 5261);
- Open Area of 50% as determined by physical measurement.

A list of materials acceptable for use in this application (List II-24 "TEMPORARY **AND PERMANENT** EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(q) Basin Dewatering Devices.

Basin Dewatering Devices shall be a product or structure that withdraws water from the surface of the basin and meets the requirements that are shown on the plans. A list of acceptable basin dewatering devices- (List II-24 "TEMPORARY **AND PERMANENT** EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

665.03 Construction Requirements.

(a) Erosion Control and Runoff Conveyance.

1. Temporary Seeding and Mulching.

a. Inspection to Evaluate Temporary Stabilization.

Subitem 665.03(a)1a shall be replaced with the following:

a. Inspection to Evaluate Temporary Stabilization.

The project shall be inspected in accordance with the requirements given in Item 107.21(e)2. Areas of the project not undergoing active construction shall be evaluated for temporary stabilization requirements.

SECTION VIII

DBE FORMS

Alabama Department of Transportation

ALDOT Form DBE 10 Instructions

Revised 5-2015

Block Number Instructions

1. ALDOT Project Number
2. County
3. Region
4. Prime Contractor For the Project
5. DBE for this Report
6. Date of Report
7. ALDOT Estimate Number
8. Work Period for this Estimate (Beginning Date - Ending Date)
9. Description of Work - Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Forms, etc.)
10. Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11. Unit Price of Work
12. Units
13. Units of Work Accomplished this Period
14. Amount Performed for this Period (Block 11 times Block 13)
15. Units Performed to Date
16. Amount Performed to Date (Block 11 times Block 15)
17. Comments Pertinent to this DBE-10
18. Total of Amounts in Block 14
19. Total of Amounts in Block 16
20. Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

Submittals:

- 1) Invoices are required for all supplier and manufacturer credit.
- 2) Tickets are required for all "Stocking the Plant" hauling.
- 3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (i.e. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

Notes:

- 1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
- 2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
- 3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

1. Project Number: HRRR-0219 (250)		2. County: BALDWIN		3. Region:	
4. Prime Contractor:		5. DBE:			
6. Date:		7. ALDOT Estimate:		8. Estimate Period: From: To:	
9. Description of Work: (Pay Item No. & Description)		10. Type Firm (C/S/M/BF)		11. Unit Price	
Pay Item No.	Item Description	12. Units	13. Units Worked	14. Amount Performed this Period	15. Units Performed to Date
					16. Amount Performed to Date
17. Comments:		18. Total:		19. Total:	
20. Signature of Authorized Representative:		Printed Name & Title		Date Signed	

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: HRRR-0219 (250)
County: BALDWIN

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

DBE Firm Name: _____
was or will be paid \$ _____

Note: this amount does / does not include gross receipts tax and bond.
(circle one) (circle if applicable)

This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

DBE Subcontractor/Supplier
By: _____
signature
Name: _____
please print
Title: _____
Date: _____

**Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Project Number & County: HRRR-0219 (250) BALDWIN

Contractor Name: _____

Letting Date: _____

Address: _____

Contract Amount: _____

Percent DBE Utilization Required: _____

DBE Firm Name & Certification Number	Type of Firm	Pay Item No.	Description of Work (include quantities and subcontract unit prices <i>OR</i> list the type of work and attach additional pages for details)	Dollar Amount
Name:				
Cert. Number:				
Name:				
Cert. Number:				
Name:				
Cert. Number:				
Name:				
Cert. Number:				
Instructions: 1. This plan must be submitted within the timeframe specified by the contract after notification of apparent low bid. 2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith effort must be attached. 3. Type of Firm – Contractor, Supplier, or Manufacturer			Total Dollar Amount to DBEs: \$ _____ Required Dollar Amount of DBE Utilization: \$ _____	

ALDOT Approval: _____

Date: _____

Project Number: HRRR-0219 (250)

County: BALDWIN

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Certification of DBE Subcontractor: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

DBE Certification Number: _____

SECTION IX

CONTRACT

CONTRACT

FEDERAL AID PROJECT NO. HRRR-0219(250) & 400-3020-5139

CITY OF FOLEY

BALDWIN COUNTY, ALABAMA

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand _____, by and between the
(Year written in words)
City of Foley, 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 **CONSTRUCT OFFSET LEFT TURN LANES ON FOLEY BEACH EXPRESS AT CR-12 AND INTERSECIION IMPROVEMENTS ON FOLEY BEACH EXPRESS AT CR-12**, (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 the City of Foley, Baldwin County, Alabama, known as Project Number **HRRR-0219(250) & 400-3020-5139**, 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 by (or 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.

5. The **Contractor** agrees to abide by ALDOT's "**Principles of Business Conduct**".

IN WITNESS WHEREOF, THE CITY OF FOLEY, ALABAMA has caused these presents to be executed by its MAYOR and _____
(Name of Contractor), the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

CITY OF FOLEY, ALABAMA,

CITY Clerk

By: _____
as Mayor

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

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

SECTION X

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

Comprehensive General Liability:

Bodily injury or Property Damage - \$2,000,000 Per occurrence and general aggregate

Automobile and Truck Liability:

Bodily injury or Property Damage - \$2,000,000 Per occurrence and general aggregate

Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of Alabama.

Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

Product and completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Foley, Alabama as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Foley's general supervision of the contractor.
- 3) City of Foley shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Foley
Attn: Rachel Keith
P.O. Box 1750
Foley, AL 36536

SECTION XI

AFFIRMATIVE ACTION FOR EEO STATEMENT

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: HRRR-0219(250) & 400-3020-5139

County: BALDWIN

Contractor: _____

Mailing Address: _____
Street City State Zip

Telephone Number: _____
A.C.

Employer Identification Number: _____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$ _____

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed: _____ Date: _____
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

SECTION XII

PERFORMANCE BOND

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
BALDWIN COUNTY.
FEDERAL AID PROJECT NO. HRRR-0219(250) & 400-3020-5139
CITY OF FOLEY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF FOLEY, 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 **CONSTRUCT OFFSET LEFT TURN LANES ON FOLEY BEACH EXPRESS AT CR-12 AND INTERSECCION IMPROVEMENTS ON FOLEY BEACH EXPRESS AT CR-12** in the City of Foley, Baldwin County, Alabama, to-wit: known as Federal Aid Project No. HRRR-0219(250) & 400-3020-5139, 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) _____ Contractor's Signature	(X) _____ Witness
---	----------------------

_____ Title/Address	_____ Title
------------------------	----------------

By: (X) _____ Contractor's Signature	(X) _____ Witness
---	----------------------

_____ Title/Address	_____ Title
------------------------	----------------

By: (X) _____ Contractor's Signature	(X) _____ 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

SECTION XIII

MATERIALS BOND

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

STATE OF ALABAMA,
BALDWIN COUNTY.
FEDERAL AID PROJECT NO. HRRR-0219(250) & 400-3020-5139
CITY OF FOLEY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, and,
_____, as Surety,
are held and firmly bound unto the CITY OF FOLEY, 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 **CONSTRUCT OFFSET LEFT TURN LANES ON FOLEY BEACH EXPRESS AT CR-12 AND INTERSECCION IMPROVEMENTS ON FOLEY BEACH EXPRESS AT CR-12** in the City of Foley, Baldwin County, Alabama, to-wit: known as Federal Aid Project No. HRRR-0219(250) & 400-3020-5139, 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

SECTION XIV

GENERAL CONDITIONS

GENERAL CONDITIONS

1. SPECIFICATIONS CONCERNING CONSTRUCTION

This project shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any Supplemental Specifications and Special Provisions included herein. The contractor can use the following link to access the standard specifications:

<http://www.dot.state.al.us/conweb/specifications.html>

http://alletting.dot.state.al.us/Docs/Standard_Drawings/StdDrawingSelect.htm

2. TERMINATION FOR FAILURE OF PERFORMANCE

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

3. CITY RIGHT TO PERFORM WORK

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

4. E-VERIFY PROGRAM

All contractors bidding on City of Foley projects must begin using E-verify effective January 1, 2012, to comply with Alabama's new immigration law. If you are not already enrolled, the following link will guide you in the steps www.uscis.gov/E-verify.

SECTION XV

E-VERIFY AFFIDAVIT

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

The signed Affidavit must be notarized.

In compliance with Sections 31-13-9 of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or the owner of a business entity or employer and notarized. Please complete Part I if you do NOT employ one or more employees or Part II if you DO employ one or more employees.

Company Name	
Company Representative	(Please Print Name)
Address	
City, State, & Zip Code	

PART I – (Complete if you do NOT employ one or more employees and notarize below.)

I certify in my capacity as _____ for the above noted business entity that said entity does not employ one or more employees. I further certify that should my status change and I am required to comply, I will submit all required documents to the City of Foley. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

PART II – (Complete if you DO employ one or more employees and notarize below.)

As a condition of the above-referenced Entity/Company's receipt of any contract, grant, or incentive from, by or with the City of Foley, Alabama, the undersigned, as such officer, agent or representative of said Company, after being first duly sworn, states as follows:

1. That said Company will not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. That said Company has enrolled in, is currently participating in, and will continue to participate in the "E-Verify" program run by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security for the entire term of said Company's performance under any contract, grant, or incentive it has with the City of Foley, Alabama.
3. The undersigned further represents that, should said entity/company employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Foley, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama 1975, in a form substantially similar to this affidavit.

Entity's E-Verify Employment Eligibility Verification User Identification Number is: _____

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

NOTARY SECTION

State of _____:
County of _____:

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public
My Commission Expires: _____

Please execute, have notarized, and return to the **City of Foley, P.O. Box 1750, Foley, AL 36536.**

SECTION XVI

SUPPLEMENTAL SPECIFICATIONS

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: March 31, 2020

Supplemental Specification No. 730-1

EFFECTIVE DATE: March 31, 2020

SUBJECT: Procurement Specification for a GPS based Traffic Signal Preempt and Remote Monitoring System (TSPRMS) with Video streaming capability and Connected Vehicle applications

Alabama Standard Specifications, 2018 Edition, shall be amended by the modification of SECTION 730 as follows:

SECTION 730 TRAFFIC SIGNALS

730.03 Construction,

(p) Traffic Detection Systems.

6. Priority Control Detection System, Traffic Signal Preemption.

The first paragraph shall be replaced with the following:

Overview

The Local Public Agency wishes to procure a Traffic Signal Preempt and Remote Monitoring System (the TSPRMS) with integration for Connected Vehicle and on-demand video streaming functionality. The intention of the TSPRMS is to allow the following to key requirements to be provided:

- 1) Each TSPRMS shall include a 10-year connectivity and support plan to provide cellular connectivity. The connectivity and support plan includes equipment warranty for the duration of the connectivity and support plan, Over-The-Air updates and system updates.
- 2) The system shall track emergency response vehicles and provide preemption and priority requests to the traffic signal controller.
- 3) The system shall be capable of configuring preemption and priority requests for more than 120 seconds before the vehicle approaches the intersection.
- 4) A web based configuration utility shall provide an easy way of preemption and priority zones.
- 5) The system shall use a GPS position of the vehicle to determine when to send a preemption request to the traffic signal controller.
- 6) The system shall have redundant communication from the vehicles to the traffic intersections using both 900MHz radio and Cellular communications.
- 7) Display of the real time fault status of the Local Public Local Public Agency traffic intersections.
- 8) Issue real time alerts via SMS and email to the appropriate response personnel immediately a fault occurs, so that the Local Public Local Public Agency no longer has to rely on notification by the public.

- 9) Operating the TSPRMS with cloud hosted software with user web based access, and with no software or IT infrastructure for The Local Public Local Public Agency to install or maintain (except if the Local Public Agency desires to host the software on its own servers). The client user interface will be browser based, with no software to be installed on client computers except for a standard browser.
- 10) The monitoring of the preempt system assures that the preempt devices (both in vehicle and in cabinet) are functioning correctly, and that the system will be available when required.
- 11) The field devices must be capable of receiving "over the air" software and security updates. The over the air updates allows new features to be installed remotely without having to physically go to the field devices.
- 12) The TSPRMS shall be capable of on-demand streaming video, from select fixed and detection cameras, on multiple cameras through the TSPRMS interface. The on-demand stream will terminate after a time period unless refreshed by the viewer.
- 13) The TSPRMS shall integrate to the traffic signal controller and provide connected vehicle applications to mobile phones through either DSRC radios or Cellular communication.
- 14) The system shall provide Signal Phase and Timing (SPaT) to the mobile phones.
- 15) The system shall also support MAP and SPaT files that determine the approaches, lanes and link the lanes to the correct phases and in turn SPaT messages. When a vehicle approaches an intersection, they should only receive the information from the traffic controller that relates to their approach.
- 16) A web-based configuration utility shall provide an easy way of editing the MAP and SPaT information.
- 17) The system shall use a GPS position of the vehicle/smart phone to determine when to provide the SPaT information to the vehicle/smart phone
- 18) Display of the real time fault status of the Local Public Agency traffic intersections.
- 19) Issue real time alerts via SMS and email to the appropriate response personnel immediately a fault occurs, so that the Local Public Agency no longer has to rely on notification by the public.
- 20) Operating the TSPRMS with cloud hosted software with user web-based access, and with no software or IT infrastructure for The Local Public Agency to install or maintain (except if the Local Public Agency desires to host the software on its own servers). The client user interface will be browser based, with no software to be installed on client computers except for a standard browser.
- 21) The monitoring of the connected vehicle system assures that the traffic intersection/s are functioning correctly, and that the system will be available when required.
- 22) The TSPRMS shall be capable of controller pass-through, delivering up to second-by-second communications to the Local Public Agency ATMS via ethernet communications.
- 23) The field devices must be capable of receiving "over the air" software and security updates. The over the air updates allows new features to be installed remotely without having to physically go to the field devices.
- 24) The hardware shall be under warrantee for as long as the devices have a connectivity and support license and connected to the TSPRMS.

25) The hardware must be capable of being upgraded to support the future 5G cellular communications.

26) The TSPRMS shall support the following applications

- a. SPaT/MAP display of signal timing – V2I
- b. Red-light running at traffic signals – V2I
- c. Emergency vehicle getting through the signal – V2I
- d. Where is the emergency vehicle coming from? – V2V
- e. Intelligent cross walks/rapid flashing beacons – V2I
- f. Intelligent school beacons – V2I
- g. Bus/transit priority – V2I
- h. Motorist – Cyclist communication - V2V
- i. Motorist – Pedestrian communication – V2V
- j. Rear end collision warning – V2V
- k. Virtual/advance traffic detectors to make signals work better – V2I
- l. Curve warning/reduce speed – V2I
- m. Wrong way detection – V2I

A. Connected Vehicle In-Vehicle Smart Phone Application

The TSPRMS shall conform to the following requirements:

1) General

- a. The smart phone application shall support both Apple and Android telephones.
- b. The smart phone application shall connect to the connected vehicle system through either cellular communications or via Bluetooth to a DSRC On Board Unit (OBU).
- c. The smart phone application shall be capable of running in the background.
- d. The smart phone application shall provide audible alerts for warnings messages.
- e. The application shall automatically detect if the user is a pedestrian, cyclist or motorist. The operator shall have the ability to override to become a pedestrian, cyclist or motorist.
- f. When the application detects the operator has not moved for a long period of time the application shall go into an idle state and stop sending information.

2) Smart phone display

- a. The smart phone application shall provide audible alerts to users. The application shall not require any user interaction and shall always run in the background.
- b. User shall be capable of also receiving visual alerts via the smart phone application.
- c. Users shall be capable of seeing count down timers for the traffic intersections.
- d. Users shall have the ability to turn on/off audible alarms for the various applications.
- e. Users shall be capable of overriding the application to become a pedestrian, cyclist or motorist.
- f. The smart phone application shall support the following applications as standard:
 - a. SPaT/MAP display of signal timing – V2I
 - b. Red-light running at traffic signals – V2I

- c. Emergency vehicle and bus priority – V2I
- d. Direction of approaching emergency vehicle – V2V
- e. Intelligent cross walks – V2I
- f. Intelligent school beacons – V2I
- g. Motorist to Cyclist and Pedestrians Warnings - V2V
- h. Rear end collision warning – V2V
- i. Virtual/advance traffic detectors at traffic signals – V2I
- j. Curve warning/reduce speed – V2I
- k. Wrong way detection – V2I

3) MAP files for connected vehicles.

- a. The TSPRMS shall include a web based configuration tool for setting up the MAP messages for capturing the intersection or ITS device geometry. Input for this MAP configuration utility includes configuring lanes by drawing the lanes on a google map image. Lanes are linked to phase data so that users get the correct information when they are approaching on a specific lane. Once configured these MAP files are saved at each intersection as well being saved on a cloud server where they would be available for use by the connected vehicle system.
- b. The RSU-Processor is connected to the server where the MAP files are stored and securely checks the status of the MAP files. Anytime the MAP file stored on the server is changed the RSU-Processor securely retrieves the revised MAP file, and stores it locally at the intersection. The contents of the MAP file are then encoded in accordance with J2735 to make a MAP message, which is then broadcast out of the DSRC radio once per second. The OBU retrieves the MAP messages over DSRC, where they are available for use in applications.
- c. It shall be possible to configure the following items in this file.
 - i. The approach lanes by drawing a set of points on a Google map that define the lane. The lane width shall also be configurable to define the size of the lane.
 - ii. Each lane approach shall include the name of the approach in relation to the intersection.
 - iii. Each lane shall have the lane phase that it maps to. This is so that the SPaT message from the controller can be linked to the approaching lane.
 - iv. Each lane shall also include allowed maneuvers field. This field defines the allowed maneuvers for the lanes, such as left only, straight only, straight and right, right on red, etc.

B. Traffic Signal Preempt and Remote Monitoring System Client User Interface Requirements.

The TSPRMS software user interface shall provide, as a minimum, features to meet the following requirements:

1) General

- a. The user interface shall be web based, and to be able to be viewed using a browser. Internet Explorer, Chrome and Firefox browsers shall be supported, as well as Safari on an iPad.

Systems that use remote desktop or similar to view a thick-client user interface will not be acceptable.

- b. The TSPRMS shall require a user name and password to log on.

2) Map Display

- c. The TSPRMS shall include a scrollable, zoomable map display, with the intersections and emergency vehicles shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.
- d. The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.
- e. The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.
- f. The icons shall change to be able to clearly indicate if an intersection is offline.
- g. Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.
- h. The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.
- i. The map view shall have the ability to show Google traffic overlays on the map.
- j. The map view shall be able to show vehicle trails when the vehicles have been in an emergency or not active.

3) Regional Intersection and Vehicle Grouping

- k. The TSPRMS shall provide for intersections and Vehicles to be logically grouped into regional groupings (for example, north; south; Fire 1; Fire 2)
- l. The TSPRMS user logon shall be configurable so that if a maintenance or operational person is responsible for, say, the north intersections and emergency vehicles then when that user logs on, the user has visible only the intersections that belong to the group that the user is authorized to view.

4) Intersection Detail Display

- m. It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:
 - i. The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
 - ii. The time since the last communication with the device
 - iii. The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
 - 1. The AC mains voltage (value)
 - 2. The battery back-up voltage (value)
 - 3. The cabinet temperature (value)
 - 4. The cabinet humidity (value)

5. The presence of AC power (OK or Fail)
 6. The flashing status of the intersection (OK or Flashing)
 7. Stop Time status (OK or Stop Time Active)
 8. The cabinet door status (Open or Closed)
 9. The intersection fan status (Fan On or Fan off)
- iv. It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:
1. The AC mains voltage
 2. The battery back-up voltage
 3. The cabinet temperature
 4. The cabinet humidity

5) Diagnostics and Log Display

- n. From the device level detail, it shall be possible to further drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems on the TSPRMS.
- o. It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.
- p. It shall be possible to print these selected logs to a local printer or a PDF file.
- q. It shall be possible to export these logs to Excel on the local computer for further analysis.

6) Alarms

- r. The TSPRMS shall have a comprehensive alarm generation capability
- s. It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.
- t. Alarms shall be configurable to be of Low, High or Critical Priority.
- u. The alarm priority shall be displayed throughout the TSPRMS, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.
- v. The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

7) Alerts

- w. The TSPRMS shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.
- x. It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.
- y. The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.
- z. The intention is that the TSPRMS provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

8) Reports

- aa. It shall be possible to view reports on the screen, in the browser of the TSPRMS, and if desired print the report to a printer or a PDF file.
- bb. Alarm Activity Report
 - i. The TSPRMS shall include a report which shows the alarms activity for a period.
 - ii. The Alarm Report shall indicate the time the alarm occurred; by color the priority of the alarm; whether it is still active; and if not active then the time that the alarm cleared.
 - iii. It shall be possible to filter the alarms by Device Type; by Device and/or by Device Group as well as by date time to be able drill down into a large alarm list to be able to view, for example, the alarm activity for a particular intersection or controller type over a three-month period.
- cc. User Activity Report
 - i. The TSPRMS shall include a report which shows user activity for a given period, to enable an audit of a user's response to an alarm to be made.
 - ii. The report shall show which screens the user viewed; when the screen was viewed, and the IP address of the computer from which the screen was viewed.
- dd. Preempt System Operational Availability Report
 - i. The TSPRMS shall include a report which shows the overall operational availability of the Local Public Agency intersections. The intersection is available when not in an alarm condition such as flashing or power fail.
 - ii. The availability report shall be detailed for each intersection for the period (say 1 month) and summarized by group (region) and for each controller type, and shall result in a KPI for each region; for each controller type; and an overall system KPI for the intersection system availability.
 - iii. Using this report it shall be possible to determine if system availability is trending up or down for the overall intersection system; by region and/or by controller type. It shall also be possible to compare the system availability by region; and also to compare system availability by controller type.
- ee. Fault Occurrence By Controller Type Report
 - i. The TSPRMS shall include a report which shows the number and type of faults that have occurred in each intersection, which can be summarized by region and/or by controller type.
 - ii. This report will allow the user to compare the frequency of faults by region and by controller type.
- ff. Response Time for Fault Repair Report
 - i. The TSPRMS shall include a report which shows the response time to clear faults, for a given time frame (say 1 month).
 - ii. This report will allow the user to determine the number of faults, and the total and average time to clear the fault.
 - iii. This report will allow the response times by region to be compared.
- gg. Vehicle Trip Report

- i. The TSPRMS shall include a report which shows all the emergency vehicle trips and include information on start time, end time, total travel time, average speed and destination point.
- ii. The report shall provide the user the ability to select a start date and end date.
- iii. This report will show response times to emergency call outs and how quickly the vehicle arrived.

9) Vehicle Trails

- hh. The maps display shall show live information of the preempt status of the emergency vehicles on the system.
- ii. The user shall have the option to select which class of emergency vehicles to display on the map via the information overlay menu.
- jj. The information overlay will provide the option to select the number of hours of live data the operator would like to see. This ranges from 1 hour to 24 hours. The user shall have the ability to select that the trails will fade away as the data becomes older.
- kk. The information overlay shall provide the ability for user to display the device names on the map, for easy identification of both intersections and emergency vehicles.
- ll. Operators will have the ability to display legends that explain the emergency vehicle trails color codes, including idle, preempt service requested, left turn indicator, and right turn indicator so that it is easy to see the behavior of the emergency vehicle.

10) Vehicle Playback

- mm. The TSPRMS shall include the ability to playback the activity of the emergency vehicles, so that retrospective fault finding of the preempt system can be carried out.
- nn. Playback shall support the same controls for panning and zooming the map, as well as using the information overlay to select the type of data being displayed on the playback menu.
- oo. Users shall have the additional functionality of controlling which devices are displayed by selecting the checkboxes on a selection panel on the left of the map.
- pp. The playback screen should provide the user with the option to select a date range via a drop down date selector menu. The menu will provide a full calendar and the option to select the exact start time and end time for the playback.
- qq. The bottom section of the map screen shall display the timestamp based on the location within playback.
- rr. The user shall have controls that allow one click access to start from the beginning, rewind, play, fast-forward, and scroll to end.
- ss. The user shall have the option to use a slider that is operated by click and drag to the time of interest in the playback.

11) Remote Power Cycle

- tt. The TSPRMS shall include the ability to remotely cycle power to the outlets on the back of the field device. In this way it shall be possible to cycle power to ancillary connected equipment such as network switches, cameras and similar equipment.

- uu. The user interface shall display the status of the outlets, and provide confirmation via an associated input whether the sockets are energized or not.

C. Preempt System Functional Requirements

The Traffic Signal Preempt system shall conform to the following requirements:

1) Overall Requirements

- a. When an emergency vehicle requests preempt service, the TSPRMS shall reliably request a preempt from the traffic controller by activating a digital output (which is connected to one of the preempt inputs on the traffic controller) when the circumstance of the emergency vehicle (location, speed, estimated time of arrival, indicator) comply with the rules established by the configuration of the intersection.
- b. The preempt activation shall be managed by implementing the following rules/parameters. It shall be possible to have up to 32 rules.
 - i. The approach area of a rule shall be bounded by a left and right direction, and a minimum and maximum distance. A preempt shall only be activated if the vehicle is within this boundary, and approaching the intersection.
 - ii. If enabled, the preempt shall be activated when the estimated time of arrival (ETA) for the vehicle is less than the set parameter.
 - iii. If enabled, the preempt shall be activated when the vehicle is less than the minimum distance to the intersection.
 - iv. If enabled, the preempt shall only be activated if the vehicle has the left turn signal, or right turn signal, active as configured.
 - v. If enabled, the preempt shall be activated early if congestion is detected in front of the emergency vehicle (and congestion will be detected by the emergency vehicle travelling below a threshold speed) so that the early activation of the preempt can help clear the congested traffic out from in front of the emergency vehicle.
 - vi. Each rule shall cause a particular preempt to be activated. Multiple rules can be associated with a particular preempt.
 - vii. If configured, a preempt rule shall stay active until the vehicle is detected at a safe distance away from the intersection, and moving away from the intersection.
 - viii. The preempt shall be released once all active rules that triggered the preempt have become deactivated.
- c. The preempt system shall support eight (8) preempts.
- d. The status of preempts shall be indicated by LED's on the front of the in-cabinet preempt unit.
- e. It shall be possible to test each of the preempts by pressing a test button (with an associated selector switch) which will cause each preempt to be triggered. This will allow for the wiring, and operation of the signal controller, to be tested without actually driving a vehicle down each approach.

2) Communications Requirements

- a. The preempt system shall support, cellular, 900mhz radio and Ethernet communications.
- b. The radio system shall operate on unlicensed bands, and shall not require user certification.
- c. The radio shall have a range of 2,500 feet.
- d. The system latency shall support real time communications on a second-by-second basis from the vehicle to the intersection.
- e. Data paths shall be established (if configured) to operate via radio, Ethernet and/or via cell network. In this way, the preemption request packets from the vehicle will potentially arrive at the intersection from radio, local Ethernet network or cellular communication paths. The intersection shall process the packet that arrives first, and ignore the packet that arrives subsequently.
- f. The system shall continue to operate correctly in the event of radio or cellular failure, one or the other. Ethernet based communications depending on local network packet delivery will be subject to the health of the local Ethernet network.

3) Central configuration Requirements

- a. It shall be possible to configure the parameters required to implement the desired rules on a browser client connected to the central computer.
- b. Setting of left and right direction limits, and distances, shall be accomplished by clicking and dragging of lines on a map of the roads.
- c. Other rule parameters shall be entered on the user interface, and saved and/or sent to the intersection as required.
- d. Systems that require the installation of software onto client computers will not be acceptable.

4) Local Configuration Requirements

- a. It shall be possible to edit the preemption rules at the roadside by connecting a laptop computer to the controller with an Ethernet cable.
- b. The editing of the rules shall be accomplished by using a local web site hosted by the preempt controller, using a browser.
- c. Systems that require the user to load custom configuration software on the laptop for the purpose of editing the preemption rules will not be acceptable.

D. Intersection Device Requirements

It is a requirement that the TSPRMS operate independent of the brand/type of intersection controller deployed at the intersection. The TSPRMS contractor shall install a small field device into each intersection cabinet which connects to the terminal strip in the cabinet (via a wiring harness) and makes the TSPRMS functions independent of controller operation. The TSPRMS Field Device (TSPRMSFD) shall conform to the following requirements:

- a. The TSPRMSFD shall function correctly between -34 degrees C and +74 degrees C.
- b. The maximum size of the TSPRMSFD shall be 19" x 7.455" by 1.719" (1U), and shall be suitable for placing in a LOCAL PUBLIC AGENCY traffic cabinet.

- c. The TSPRMSFD shall be provided with appropriately rated connects that allows the TSPRMSFD to be exchanged by unplugging connectors, without tools.
- d. The RMDFD shall incorporate an integrated GPS and cell modem.
- e. The configuration of the TSPRMSFD shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the TSPRMSFD without any special software.
- f. The TSPRMSFD shall be powered via a standard 120V input power.
- g. The TSPRMSFD shall allow for the routing of the controller configuration packets to and from the controller (by Ethernet communications) for the type of controllers that are utilized by the LOCAL PUBLIC AGENCY. In this way it shall be possible to configure the controller, and utilize the controller specific software to interrogate the controller, and the TSPRMS shall provide the communications pipe which allows this to be accomplished.
- h. The TSPRMSFD shall utilize field initiated communications. This allows for a low cost cellular data plans to be used, with infrequent polling. However, when an abnormal event occurs and is detected by the TSPRMSFD, then the TSPRMSFD will immediately initiate the transfer of a data packet to the TSPRMS to enable real-time alerting of response personnel to take place.
- i. The TSPRMSFD shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the TSPRMS to function correctly even when all power to the intersection has failed. The battery shall continue to power the TSPRMSFD for a minimum of 5 hours after all power has failed to the intersection.
- j. The TSPRMSFD shall incorporate an integrated GPS which will allow the TSPRMSFD to geo-locate itself on the map, without configuration.
- k. The TSPRMSFD shall operate without requiring a static IP address. The only configuration required at the TSPRMSFD is to enter the URL of where the TSPRMS central software is hosted.
- l. In the event that the cell service is interrupted or is not available, the TSPRMSFD shall store any events that occur in internal memory, and forward these events automatically to the TSPRMS when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period.
- m. The TSPRMSFD shall utilize HTTP and HTTPS protocols, and XML data structures, for communications with the TSPRMS. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.
- n. The TSPRMSFD shall be a 1U 19" rack mount device, with all connections on the rear, and LED indicators, power switches and selector switches on the front.

E. In-vehicle Device Requirements

The Traffic Preempt System Vehicle Device (TPSVD) shall conform to the following requirements:

- a. The TPSVD shall function correctly between -34 degrees C and +74 degrees C.
- b. The TPSVD shall be capable of being mounted inside a vehicle either under a seat or strapped under the dashboard. The unit will come with all wiring needed to connect the system to the vehicle.

- c. The TPSVD shall be provided with appropriately rated and keyed connectors that allows the TPSVD to be exchanged by unplugging connectors, without tools.
- d. The TPSVD shall incorporate an integrated GPS and cell modem.
- e. The configuration of the TPSVD shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the TPSVD without any special software.
- f. The TPSVD shall utilize field-initiated communications. This allows for low cost cellular data plans to be used, with infrequent polling. However, when an abnormal event or significant change in road conditions occurs, then the RCMSDC will immediately initiate the transfer of a data packet to the RCMS to enable real-time road condition information to be displayed on the TPSVD.
- g. The TPSVD shall incorporate an integrated GPS which will allow the TPSVD to geo-locate itself on the map, without configuration.
- h. The TPSVD shall operate without requiring static IP address. The only configuration required at the TPSVD is to enter the URL of where the TSPRMS central software is hosted.
- i. In the event that the cell service is interrupted or is not available, the TPSVD shall store any events that occur in internal memory, and forward these events automatically to the RCMS when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period.
- j. The TPSVD shall utilize HTTP and HTTPS protocols, and XML data structures, for communications with the RCMS. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.
- k. The TPSVD shall support Ethernet, cellular and license free radio communication.
- l. The TPSVD shall have the option of being supplied with an enhanced GPS, which provides GPS coordinates based on dead-reckoning even when the GPS signal is shielded from the vehicle such as under an overpass; in a tunnel or in between tall buildings in a city. The dead reckoning system shall include accelerometers, gyroscopes and a distance measure that will provide accuracy of better than 20 feet in 1000 feet, when there is no information from the GPS satellites. The enhanced GPS shall optionally be connected to the vehicle OBD-II port; the J1939 ECU port (for heavy vehicles) or a wheel tick sensor as the project requires. The enhanced GPS shall self-calibrate the wheel tick input.

F. Installation

All installation work in the Local Public Agency cabinets shall be carried out by personnel certified by Local Public Agency for work in Local Public Agency traffic cabinets.

G. Commissioning, Training and Documentation

The TSPRMS contractor shall configure the system and reports, and train the Local Public Agency in the correct operation of the TSPRMS, to enable the Local Public Agency to utilize the TSPRMS for the objectives outlined above.

H. Extensibility

The TSPRMS shall be designed to be extensible to cover the monitoring, maintenance and operations of additional ITS systems such as:

- a. Camera systems
- b. Video detection streaming
- c. Dynamic message sign systems
- d. Battery back-up systems
- e. Mobile systems such as maintenance vehicles.
- f. Traffic detection systems.
- g. The TSPRMS and then TSPRMSFD shall support the optional connection of digital outputs from the traffic signal controller to digital inputs on the TSPRMSFD, to enable the TSPRMS to take advantage of any additional special function alarming and advanced diagnostic capability of the controller. In this way, the user of the TSPRMS will be able to determine the controller status through these traffic signal controller output signals.
- h. The TSPRMS shall have the capability of providing a clock-sync pulse to traffic controllers from the GPS signal.

I. Connectivity and Support Requirements

The TSPRMS requires matched component equipment with continual Connectivity and Support. As part of the proposal, it shall include 10 years hosting of the software and cellular service costs, as part of the purchase price. The Connectivity and Support plan requires and includes:

- a. 10-year cellular Connectivity and Support plan.
- b. Complete equipment warranty for the duration of the Connectivity and Support plan. Any future Connectivity and Support renewal also extends the warranty for the duration of the renewal plan.
- c. Over-The-Air updates are included in the Connectivity and Support plan.
- d. System and equipment support shall be included with the Connectivity and Support plan.

SECTION XVII

BUY AMERICA CERTIFICATE

ALABAMA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Date _____, 20____

Project No. HRRR-0219(250)

County Baldwin

(OWNER)

Address: _____

Hereby certifies compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

Certified material test reports are on file for a period up to 2 years from the completion of the project showing the country of origin and/or processing of the manufacture, rolling, and coating.

These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My Commission Expires: _____

SECTION XVIII

AUTHORIZATION FOR BACKGROUND CHECK

BUSINESS TRANSACTION AUTHORIZATION

I HEREBY AUTHORIZE The City of Foley (the “End User”) to obtain “consumer reports” and/or “investigative consumer reports” in connection with a business transaction that I initiated and which is stated below. To this end, I hereby authorize, without reservation, any person or entity, law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information to ESS, 2500 Southlake Park, Birmingham, AL 35244, toll free 866.859.0143, www.es2.com, or its subcontractor or another outside organization acting on behalf of ESS. The term “background information” includes, but is not limited to, employment history, reference checks, criminal and civil history information, motor vehicle records, moving violation reports, sex offender status information, credit reports, education verification, professional licensure verification, drug testing, information related to my Social Security number, and information concerning workers’ compensation claims. I agree that a facsimile (“fax”), electronic or photographic copy of this Authorization shall be as valid as the original. I acknowledge receipt of the Disclosure Of Procurement Of Investigative Consumer Report For Business Transactions. I understand I can view ESS’s Privacy Policy on its website, www.es2.com.

Specify Nature of Business Transaction: **Intersection Improvements on Foley Beach Express at CR-12.**

You have the right to request from the End User a written summary of the rights of a consumer prepared pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681g(c).

Signature of Consumer

Date

CONSUMER INFORMATION: TO BE COMPLETED BY CONSUMER: PLEASE USE BLACK INK

The following is for identification purposes only to perform the <u>background check</u> and will not be used for any other purpose.			
Print: Last Name	First Name	Middle Initial	
Date of Birth	Social Security Number	Driver's License Number	State
Current Address:	City	State	Zip Code
Previous Address (Past 7 Years):	City	State	Zip Code
Previous Address (Past 7 Years):	City	State	Zip Code
Alias Names (Other names I have been known by):			
Degree Obtained	Year Graduated	Name of School	City and State of School
Last Name Used at Time of Graduation			

Searches to be Ordered

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20522.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - A person has taken adverse action against you because of information in your credit report;
 - You are the victim of identity theft and place a fraud alert in your file;
 - Your file contains inaccurate information as a result of a fraud;
 - You are on public assistance;
 - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act, 1921

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

a. Consumer Financial Protection Bureau
1700 G Street NW
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357

a. Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration
Office of Consumer Protection (OCP)
Division of Consumer Compliance and Outreach (DCCO)
1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings
Aviation Consumer Protection Division
Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
Office of Proceedings, Surface Transportation Board
Department of Transportation
395 E Street S.W.
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access
United States Small Business Administration
409 Third Street, SW, 8th Floor
Washington, DC 20416

Securities and Exchange Commission
100 F St NE
Washington, DC 20549

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or
Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357