



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6206 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

February 2, 2015

MEMORANDUM FY 2015-4

TO: County Engineers

CC: Region Engineers and Region County Transportation Engineers

FROM: 
D.E. (Ed) Phillips, Jr., State County Transportation Engineer

REFERENCE: Suspension of Contract Time for Work Performed by County Forces

Please find attached the approved policy dealing with the suspension of contract time when work is performed by county forces.

Please feel free to contact me should you have any questions or comments concerning this matter.

DEP/dep
Attachment

Cc: Mr. John R. Cooper, Transportation Director
Mr. Ronald Baldwin, Chief Engineer
Mr. Don Arkle, Assistant Chief Engineer, Policy & Planning
Mr. Ed Austin, Innovative Programs Engineer
Mr. Clay McBrien, State Office Engineer
Mr. Sonny Brasfield, ACCA

USE OF COUNTY FORCES TO ACCOMPLISH WORK ON FEDERALLY FUNDED CONSTRUCTION PROJECTS REQUIRING SUSPENSION OF TIME CHARGES

This policy outlines procedures required for Counties to perform certain items of work as noted in the plans and contract when utilizing County forces and County funds during suspension of time charges for a specified period of calendar days. It is understood this policy relates only to those projects where County forces mobilize on the project site after satisfactory completion of the bridge or culvert items by the Contractor to perform certain approach roadway work. Time suspension shall be in accordance with the attached Special Provision and the fully executed project construction agreement between ALDOT and the County.

All items to be accomplished by County forces are required to be shown in the contract plans and clearly shown as performed by County forces and not part of the project cost. Specific items are to be discussed and shown on a case-by-case basis in consultation with various ALDOT Region Offices and Bureaus, as required. All work performed will conform to ALDOT specifications. Necessary testing of materials shall conform to ALDOT's *Testing Manual* (latest edition). Special attention is directed to Sections 214, 530 and 534 of the *ALDOT Standard Specifications* (latest edition) regarding the backfill of culverts and other drainage structures. Special attention is also directed to Section 210 of the *ALDOT Standard Specifications* (latest edition) regarding excavation and embankment compaction requirements.

The Contractor shall be responsible for traffic control devices until County forces mobilize within the project limits. The County will assume ownership and responsibility for all traffic control devices installed by the Contractor under contract upon mobilization of County forces within the project limits per Subarticle 105.15 of the *ALDOT Standard Specifications* (latest edition) and ALDOT Construction Information Memorandum (CIM) 1-2009, dated March 5, 2009, except in cases where preapproved by ALDOT. The County will maintain responsibility for all traffic control devices until the project is accepted for maintenance by the County and ALDOT. Upon final acceptance for maintenance, the County shall be responsible for removal of traffic control devices and maintain ownership of devices.

The County will secure the necessary permit(s) and be responsible for the implementation of best management practices (BMPs). When a County performs its own approach work, the Contractor will be responsible for erosion and sediment control measures required for replacement of the bridge structure only. The County will assume ownership and responsibility for any and all BMPs installed by the Contractor upon acceptance of the project for maintenance as noted above. The County shall maintain all BMPs until work performed by County forces is accepted and permanent vegetation established, per CIM 1-2009. The County shall be responsible for removal/modification of such BMPs, when appropriate.

The County shall provide a letter to the designated ALDOT Region personnel, with a copy provided to the Contractor, advising of their intent to begin work on the project within ten (10) calendar days of acceptance as previously noted. The County must begin work within ten (10) calendar days of issuance of letter and specify acceptance of ownership for traffic and sediment control on the project with a copy provided to the Contractor.

A certification will be submitted to ALDOT by the County at the presumptive completion of County performed work (signed by the County Engineer) stating that all work performed by County forces as part of the project was constructed in accordance with final plans submitted to the State and with applicable specifications, supplemental specifications and special provisions shown on the final plans or with the State's latest specifications which were applicable at the time of plan approval.

Once the County notifies ALDOT and the Contractor of completion of County required work, time charges will resume on the date the Contractor begins work in accordance with the Special Provision. This work shall be limited to installation of guardrail, guardrail end anchors, traffic striping and other similar types of work preapproved by ALDOT and detailed in the contract plans. All work to be performed by the Contractor and County shall be clearly outlined in the Scope of Work Report and Project Engineering Record/Design Safety Report, as appropriate.

A meeting shall be held onsite with Contractor, County and ALDOT personnel both as the County mobilizes and when the Contractor remobilizes to inspect the site and address any concerns that any party may have. The inspection should address any issues related to changes or perceived damages to work previously performed by either party.

The County will notify ALDOT in writing upon completion of all required items of work by the County and Contractor. A final inspection will be conducted jointly by ALDOT and County personnel to determine whether the project was completed in substantial compliance with contract plans. If all items of work are found to be satisfactory, ALDOT will accept the project for maintenance and notify the County in writing. A copy of the letter will be furnished to the appropriate ALDOT Bureaus. If a punchlist is developed, the County will be notified by letter and given thirty (30) calendar days to complete remaining items of work. If the County does not complete all items of work within this period, all Federal and State funds to the County will be suspended until remaining items are completed as noted above.

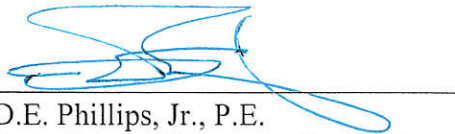
No project closed to traffic will be opened to traffic until all items of work performed by the Contractor and the County have been inspected and accepted by ALDOT.

Any project documentation for County force work required by specifications, applicable supplemental specifications and applicable special provisions will be retained by the County for a period of three (3) years following the Contractor's receipt of final payment and made available for audit by the State upon request. If an audit is performed and required documentation is not available, the County will address necessary steps to correct all issues at their cost or refund disputed project costs to the State.

All work performed by County forces will be the responsibility of the County. All costs associated with this work will be the responsibility of the County. The County shall maintain a satisfactory Special Work Authorization (SWA) account balance necessary to cover charges incurred by ALDOT as part of testing any work performed or materials placed by County forces, if necessary.

In the event a County does not successfully perform the required items of work, ALDOT reserves the right to suspend that County's ability to perform such future work under all federal aid programs. Any claim filed by a Contractor resulting from work performed by the County, including completion of work within the timeframe approved, is the sole financial responsibility of the County. ALDOT will have no responsibility to the County or Contractor in these matters.

Recommended for Approval:



D.E. Phillips, Jr., P.E.
State County Transportation Engineer



Edward N. Austin, P.E.
State Innovative Programs Engineer

Approved:



Ronald L. Baldwin, P.E.
Chief Engineer



John R. Cooper
Transportation Director