

105 CONTROL OF WORK

ALDOT Standard Specifications for Highway Construction (SSHC) Section 105 describes the authority of the Engineer and of the contract documents. SSHC Section 105 is also generally modified by Special Provisions related to equal employment opportunity, non-discrimination, and training for contracts using federal funds. Requirements for these special provisions are addressed in Supplemental Guidance [100 SG-2](#).

The contractor is responsible for carrying out the work of the contract. The Engineer is responsible for administering the contract. The Engineer works through various offices and personnel to address contract administration responsibilities. [100 SG-1](#) provides information related to ALDOT organization and construction personnel.

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105-1 AUTHORITY OF THE ENGINEER.

The Engineer, as defined by the SSHC, is a qualified Department staff member designated by the Transportation Director, acting either directly or through authorized assistants or representatives, who is responsible for engineering supervision of construction activities. The Project Manager and construction inspectors are typically considered representatives of the Engineer on construction projects.

The Engineer, acting through representatives is responsible for the administration of the contract and satisfactory completion of the project. The Engineer has the authority to reject defective work, suspend work being improperly performed, and order the replacement of defective material. It is important to note that the Engineer’s acceptance does not constitute a waiver of the Department’s right to pursue all legal remedies for defective work or work performed by the Contractor in an unworkmanlike manner.

105-2 PLANS AND DRAWINGS.

Construction Plans. The contractor will be furnished at least one set of “Record Plans” that become a part of the contract. The cover sheet of this plan set is signed by the Region Engineer,

Chief Engineer, and the Transportation Director. This set of record plans, along with any issued addendums and other executed contract documents, should be used for construction of the project. The Area Construction Engineer is responsible for ensuring that an adequate number of sets of Record Plans are provided to project personnel for use in their work. The contractor supplements construction plans with submitted and approved shop drawings and working drawings. These are described below. See [100 SG-3 Contract Interpretation and Use – Plans and Proposal](#) for additional information regarding the makeup and use of construction plans.

Shop drawings. Shop drawings are plans for fabrication of certain manufactured structural elements and components of the work. Shop drawings must be submitted by the contractor and reviewed and approved by ALDOT when required by the specifications or other contract documents. Shop drawings are submitted directly to the State Bridge Engineer by the contractor. Distribution of shop drawings marked “No Exceptions Taken” by the State Bridge Engineer to the Project Manager will be through the State Construction Engineer and the hierarchy of organizational authority described in [100 SG-1 ALDOT Organization and Construction Personnel](#).

Fabrication may not begin until shop drawings have been approved. There will be no payment for, or acceptance of, structural members and components that are fabricated prior to the approval of the shop drawings. No direct payment is made for the development of, or the process associated with, shop drawing submittals.

Working Drawings. Working drawings are plans for constructing certain structural elements and components of the work. Working drawings include methods and materials the contractor intends to employ as the work is carried out. Working drawings and design calculations are submitted by the contractor directly to the State Construction Engineer. Work over railroad right of way may require additional review to be coordinated by the State Construction Engineer.

Elements and operations requiring working drawing submittals include the following.

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

Distribution of working drawings checked for completeness will be through the State Construction Engineer and the hierarchy of organizational authority described in [100 SG-1](#) ALDOT Organization and Construction Personnel.

Although it is the contractor's responsibility to ensure that shop drawings and working drawings are submitted in a timely manner for the Department's review, project personnel should have a clear understanding of the submittal process to avoid paying for work that is later deemed unacceptable or not authorized.

Construction may not be performed on any item of work for which working drawings are required until the Project Manager receives the working drawings for inspection of the work. There will be no payment made for work requiring working drawings that is performed prior to the Project Manager receiving working drawings that have been checked for completeness by the State Construction Engineer. No direct payment is made for the development of, or the process associated with, working drawing submittals.

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS.

The work performed and the materials furnished by the Contractor are required to be in reasonably close conformity with the lines, grades, dimensions, and material requirements, including any tolerances shown in the plans or indicated in the specifications. When it is determined that the work or materials are not within reasonably close conformity and deemed not acceptable, the Engineer has the authority to require that the work be removed or corrected at the expense of the contractor.

There may be situations where the work is accepted although it is not in "reasonably close conformity." When this is the case, the Project Manager will document the deficiency and the basis for acceptance. In some rare cases, the work is accepted although it is neither acceptable nor in reasonably close conformity to the contract requirements. In these cases, a determination may be made that the correction would likely pose an undesirable condition due to safety, long-term quality, aesthetics, or other negative outcomes. Acceptance at no pay or with a price reduction are options for these circumstances. Acceptance of unacceptable work with a price reduction or at no pay must be approved by the State Construction Engineer.

EXAMPLE –

During conduit installation for a roadway lighting project, it was suspected that the required minimum depth shown on the plans was not achieved. The Project Manager requested further investigation by “potholing,” or digging exploratory holes along the conduit to allow measurement of installed depth. This was performed at intervals determined by the Project Manager.

If the Project Manager determines that a small percentage of the conduit is slightly shallow, a decision must be made to either remove and replace the conduit or allow it to remain in place at a price reduction. The Engineer may decide that removal and replacement is the reasonable option to avoid any chance of the conduit being encountered by future subsurface work along the right-of-way.

Alternatively, the Engineer may allow the conduit to remain in-place based on factors such as little likelihood of future subsurface work in the vicinity, an overall small percentage of shallow conduit, a preference to minimize disturbance on the roadway shoulder, etc. The Engineer also has the authority to determine a price reduction for the shallow conduit, which would be made effective by executing a supplemental agreement. In an ideal situation, the conduit depth should be closely monitored by both the Engineer and contractor so that all the conduit meets the minimum depth throughout the installation, thus avoiding any need to remove and replace or debate a price reduction.

Example 1.105-3 Acceptance of Nonconforming Work.

105-4 COORDINATION OF CONTRACT DOCUMENTS.

Contract documents include the proposal, contract forms, contract bonds, specifications, special provisions, general and detailed plans, and notice to proceed. It also includes any change orders and supplemental agreements that are required to complete the construction of the work. A requirement occurring in one of the contract documents is as binding as though occurring in all. Contract documents are intended to be complimentary and intended to describe and provide for a completed project or work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over Standard Specifications. General Application Special Provisions shall govern over Plans and Standard Specifications. Project Specific Special Provisions shall govern over General Application Special Provisions, Standard Specifications, and Plans.

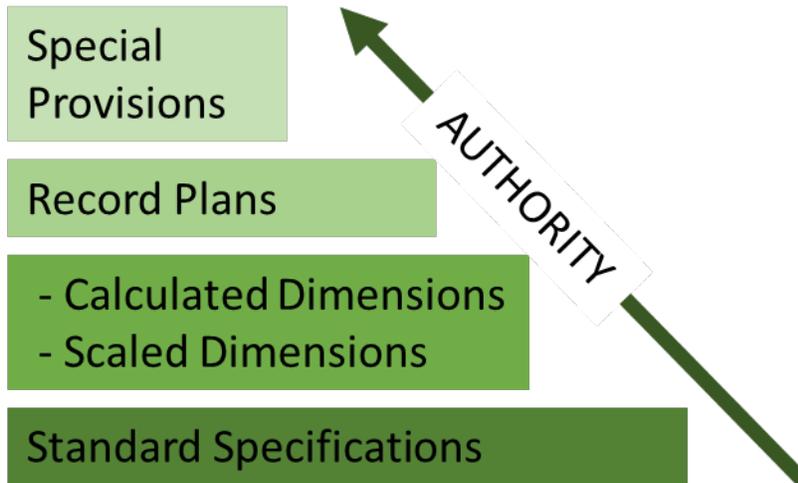


Figure 105-4.1 Relative Authority of Contract Documents.

The document hierarchy helps to ensure accuracy in the communication of contract requirements by addressing potentially conflicting requirements and dimensions. The hierarchy also provides flexibility as ALDOT develops the construction methodology and requirements for a particular construction project.

Standard specification requirements may be altered by the addition of a plan note. More extensive changes to specification language may be made using a special provision to modify parts or all of a specification or collection of specifications for a particular project.

In similar fashion, a special provision can be included in a contract to add or modify specific construction requirements on a particular project. The special provision has greater authority than the standard specifications only for that specific project, thus leaving the standard specifications unchanged for all other projects. Special provisions also allow ALDOT to add or modify specific requirements for future projects without continually updating the SSHC book.

EXAMPLE – *A designer determines that a milled surface must not be exposed to traffic due to the possibility of raveling or deterioration.*

A plan note may be added to require coverage by the subsequent layer during the same work shift. Although the standard specifications allow the milled surface to remain uncovered for a certain number of days, the specifications also state “unless otherwise noted on the plans”, which in this case would be a reference to the more stringent requirement of the added plan note. Even if the “unless otherwise noted” language were not included the specification, the document hierarchy dictates that the plan note governs in the case of discrepancy or conflict.

Example 2.105 Contract document hierarchy.

Contract language prevents the contractor from taking advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the Contractor is required to immediately notify the Engineer. This situation may occur when significant quantity errors are taken advantage of by over- or underpricing the bid unit price. It may also happen when items of work are accidentally left out of a contract proposal. Construction staff participation in preconstruction plan reviews is extremely important to ensure constructability and to minimize the potential for these types of errors and omissions.

105-5 COOPERATION WITH UTILITIES AND NON-HIGHWAY PUBLIC FACILITIES.

The contractor is required to take all necessary precautions to protect all existing above and below-ground infrastructure, including public utilities. This may involve notification, utility location and marking, and coordinating repairs or adjustments.

ALDOT is responsible for notifying all known utilities that may be affected by a construction project. ALDOT will notify the utility of the types of conflicts present and needs for adjustments or relocations.

The determination of utility facilities requiring relocation or adjustment and the reimbursement for the cost thereof will be in accordance with the current version of the Alabama Department of Transportation Utility Manual, or "Utility Manual." The Utility Manual is issued by the Utility Section of the Design Bureau and is available online. In the case of conflict, the Utility Manual will take precedence over this Manual in matters related to utilities.

For more information related to utilities and utility relocation, see 100 SG-5, Utility Relocation.

105-6 COOPERATION BY THE CONTRACTOR.

The contractor is required to give the work the constant attention necessary and continuously pursue completion. To facilitate progress, the contractor is required to cooperate with representatives of the Engineer and with others as may be necessary to complete the work of the contract.

A competent superintendent representing the contractor and being capable of communicating with project management staff must be leading the work effort. The superintendent must be experienced in the type of work being performed and fully understand the contract requirements. A single superintendent with full authority to execute and deliver the required work must be provided by the contractor for each contract.

105-7 COOPERATION BETWEEN CONTRACTORS.

When separate contracts share or have overlapping limits of construction, each contractor is required to conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by others. This is also true of work by separate contractors that must be joined or aligned when each is completed.

ALDOT is indemnified by each contractor from any damages or claims that may arise associated with multiple contractors working in the same proximity. It is in the contractors' interest to coordinate and cooperate with other potentially conflicting contractors and their work.

The Project Manager is empowered to assist with coordination of contractors as construction progresses. To the extent that ALDOT is involved in a dispute involving the work arising between contractors, decisions made by the Engineer regarding coordination and cooperation are binding.

105-8 CONSTRUCTION STAKES, LINES, AND GRADES.

ALDOT construction contracts typically contain Item 680-A, Geometric Controls whenever geometric layout and staking are required to perform the work. When this is the case, vertical and horizontal monumentation and data provided to the contractor by ALDOT is limited. General geometric is provided to the extent that lines and grades can be established by the contractor. See 680 and SSHC 680 for ALDOT and contractor responsibilities for geometric field control work.

There are certain types of projects that require little or no geometric control and layout. These include projects such as maintenance resurfacing where cross slopes will match existing, guardrail or cable guiderail, bridge painting, bridge rail retrofit, structure removal, traffic signals, and roadway lighting. The level of geometric control and layout required for some project types isn't as easy to determine.

Examples of this gray area include resurfacing projects that require cross slope correction (2% or e requirements) and those with safety widening that requires drainage extensions, slope failure and slide corrections, drainage improvements, sidewalks, and bike and multi-use facilities and trails. These types of projects should also include Item 680-A. If the item is not included for these types of projects a contractor may request that it may be added as extra work. Occasionally a project note will be included on the plans that indicates that geometric controls are subsidiary to other items of work. This is not typical but should be investigated prior to payment for extra work being paid.

When the contract does not contain Item 680-A, and geometric control or layout is necessary for the work, the Engineer is responsible for establishing lines and grades for the contractor and

setting construction stakes necessary for the proper prosecution of the work. These stakes and marks constitute the field control that the contractor should use to execute the work.

For control of elevations of base and pavement layers, ALDOT will furnish one set of control elevation stakes furnished along each side of the roadbed. These stakes will be provided at intervals of not more than 50 feet along and near each side of each roadbed, and at other points as needed for accurate grade control. It is the contractor's responsibility to reference these stakes for proper elevations for each layer of subbase, base, and pavement.

The contractor must furnish all materials necessary for setting project controls. The contractor must also furnish labor as may be required to establish controls. The Contractor is responsible for preserving and protecting all controls furnished by the Engineer. Controls may be replaced at the expense of the contractor if in the opinion of the Engineer, they were carelessly destroyed or disturbed by the contractor.

[100 SG-4](#) should be referenced for additional information regarding guidance and techniques used by ALDOT for construction surveying.

105-9 INSPECTORS, ASSISTANTS, AND REPRESENTATIVES.

The Engineer appoints project personnel and others as representatives to inspect work quality, to measure and assess qualities for payment, and to ensure compliance with contract requirements. This inspection staff may perform their duties at the project site or at locations of materials manufacturing, fabrication, or assembly. The Engineer may also assign representation to a county engineer for contracts for work on county-owned facilities being administered or managed by ALDOT.

Inspectors are not authorized to alter or waive the provisions of the contract. The inspector is also not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor.

105-10 INSPECTION OF WORK.

All materials and each part or detail of the work is subject to inspection, even if it has been backfilled, covered, or otherwise incorporated into the project.

The Contractor bears the costs of replacing defective materials and work including the occurrence of the Engineer failing to promptly discover and reject defective materials and work.

105-11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

Work which does not conform to the requirements of the contract will be considered unacceptable. Unacceptable work should be removed immediately and replaced.

Unauthorized work is any work performed:

- ▼ Contrary to the instructions of the Engineer.
- ▼ Beyond the limits shown on the plans.
- ▼ Without sublet approval (if not performed by the prime contractor).
- ▼ As Extra Work done without authority.

If the quality of the unauthorized work is deemed acceptable by the Engineer, the work may remain in place without payment. The unauthorized work should be entered on the estimate with a unit price of \$0.00. In the case of a partial item of work performed by an unapproved subcontractor, the remaining portion of approved work should be entered on the estimate at the approved subcontract price. If the unit prices are not available for an unapproved subcontract, the project manager should request a copy of the actual subcontract from the contractor.

105-12 OVERSIZE/OVERWEIGHT VEHICLE PERMIT AND LOAD RESTRICTIONS.

Federal and state laws include size and weight limits for vehicles traveling on public roads and bridges. These laws are intended to preserve the physical condition of the highway transportation system, ensure the safety of the traveling public, and to support federal funding to the state. Project personnel should familiarize themselves with specifications, terminology, and calculations associated with load restrictions. Project personnel should also be familiar with non-payment specifications for overloaded vehicles. Guidance and example calculations are provided with this topic.

Contractors must comply with all load restrictions when hauling materials on public roads and bridges. The most limiting load restriction along the haul route governs the maximum weight of the delivery vehicle. For example, if the haul route includes both interstate and off-interstate highways, the Interstate highway load limits would govern because they are typically more restrictive. Maximum allowable weights for posted bridges along the haul route may cause a state or county road to be the more restrictive route. Project personnel must know the haul route of delivery vehicles to properly assess compliance with load restrictions.

Project personnel are only required to verify legal load limits and perform calculations on certain types of vehicles carrying certain types of loads. Compliance with load restrictions must be verified when materials that are paid for by weight (requiring a weight ticket) are transported and delivered in dump vehicles (dump trucks or trucks pulling dump trailers).

Some materials transported to or from the project will not require weight tickets, and some loads will be transported using non-dump-type vehicles. Some materials and loads will be paid for based on field measurements (i.e., borrow materials), and others are not measured for payment at all (equipment transport and reclaimed or waste materials, for example). For these loads, if project personnel suspect that the load limit is being exceeded, the Project Manager

may direct that a loaded haul vehicle be weighed at a certified scale to determine if legal load limits or maximum allowable weights are being exceeded. For weighmaster requirements and weight ticket requirements see 109-01 and SSHC 109.01.

Existing and constructed elements of roadways and bridges, within and outside the project limits, must be protected and preserved. The Contractor is responsible for restoring, repairing, or replacing public and private property damaged as a result of its hauling of materials to or from the project site.

Questions involving the transport of materials and overweight loads not specifically discussed here or in the contract will be addressed by the Construction Bureau on a case-by-case basis.

LOAD RESTRICTION TERMINOLOGY

The following terms are used to describe requirements of load restrictions. These definitions should be used when calculations are performed to determine vehicle load restrictions and any deductions associated with noncompliance.

Interstate Highways - highways on the Interstate Highway System, including mainline lanes, ramps, and collector-distributor roads.

Off-Interstate Highways - all federal, state, county, and municipal public highways that are not on the Interstate Highway System.

Gross Vehicle Weight (GVW) - the total weight of a vehicle including the weight of all loads being carried.

Legal Load Limit - the calculated load limit as determined by applicable federal or state law.

Maximum Allowable Weight - the calculated legal load limit modified by any enforcement tolerance or maximum GVW restriction allowed or set by state or federal law.

Terminology 1.105 Load Restriction.

DETERMINING LEGAL LOAD LIMIT AND MAXIMUM ALLOWABLE WEIGHT

Federal law sets load restrictions for all interstate highways. States establish laws and regulations related to load restrictions for all off-interstate highways. Legal load limit and maximum allowable weight are calculated for interstate highways and off-interstate highways as described below. Example calculations are also provided.

Interstate highway legal load limits. The legal load limit for vehicles traversing Interstate highways is determined using the Federal Bridge Formula (FBF, 23 U.S.C. 127). The Maximum Allowable Weight for interstates is set at 80,000 lb. There is no enforcement tolerance provided for interstate highways.

The FBF establishes the maximum weight any set of two or more axles may legally carry on interstate highways. The FBF is a mathematical formula used to determine the appropriate weight of loads based on axle configuration (number of axles, axle spacing, weight distribution).

The formula is as follows:

$$W = 500 \left(\left(\frac{LN}{N - 1} \right) + 12N + 36 \right)$$

Where,

W = the overall gross vehicle weight on a group of two or more consecutive axles rounded to the nearest 500 pounds (the legal load limit).

L = spacing in feet between the outer axles of any two or more consecutive axles (distance between the front and rear axles).

N = number of axles being considered.

Off-interstate legal load limits. The legal load limit and maximum allowable weight for vehicles traversing off-interstate highways in Alabama is dictated by the Alabama Code 32-9-20. This law provides that the maximum allowable weight for vehicles on off-interstate highways in Alabama is equal to the legal load limit plus a 10% scale or enforcement tolerance.

The table below provides the legal load limit and maximum allowable weights for dump-type vehicles on off-interstate highways. The table is based on the number of axles calculated in accordance with the law.

Table 1.105 Off-Interstate load restrictions for dump vehicles.

Off-Interstate Load Restrictions for Dump Vehicles in Pounds					
	2 axles	3 axles	4 axles	5 axles	6 axles
Legal Load Limit	40,000	60,000	75,000	80,000	84,000
Maximum Allowable Weight	44,000	66,000	82,500	88,000	92,400

EXAMPLE CALCULATION –

INTERSTATE HIGHWAY SCENARIO

A typical tri axle dump truck carrying hot mix asphalt is traveling on I-85 to reach a resurfacing project on SR 147 in Lee County. No posted bridges are crossed. The truck has 4 axles in contact with the ground. The distance between the front and rear axles is 23 feet. What is the maximum allowable weight of this vehicle traveling on the interstate?

Because the interstate has the most restrictive legal load limits, the Federal Bridge Formula is first used to determine the legal load limit.

Using the Federal Bridge Formula:

$$W = 500 \left(\left(\frac{(23 * 4)}{(4 - 1)} \right) + (12 * 4) + 36 \right) = 57,333 \text{ lb}$$

The interstate legal load limit is 57,500 lb (rounded to the nearest 500 lb).

There is no enforcement tolerance for interstate highways and the calculated weight is less than the maximum allowable weight of 80,000 lb. Therefore, the maximum allowable weight is equal to the legal load limit.

The maximum allowable weight on the interstate is 57,500 lb.

OFF-INTERSTATE HIGHWAY SCENARIO

The truck above travels to the project on state and county routes only without using the interstate. Again, no posted bridges are crossed.

What is the off-interstate maximum allowable weight?

From Table 2.105 a vehicle with 4 axles:

The off-interstate legal load limit is 75,000 lb. The table adds the allowed 10% enforcement tolerance to establish the maximum allowable weight of 82,500 lb.

The off-interstate maximum allowable weight is 82,500 lb.

Example Calculation 1.105 Load Restrictions for Dump Truck.

EXAMPLE CALCULATION –

INTERSTATE HIGHWAY SCENARIO

A truck with a dump trailer is hauling asphalt to the same project described in the previous example (Example Calculation 1.105). The truck has a total of 6 axles in contact with the ground. The distance between the front and rear axles is 51 feet.

What is the interstate maximum allowable weight of this vehicle traveling on the interstate?

Because the interstate has the most restrictive legal load limits, the Federal Bridge Formula is used to determine the legal load limit.

Using the Federal Bridge Formula:

$$W = 500 \left(\left(\frac{(51 * 6)}{(6 - 1)} \right) + (12 * 6) + 36 \right) = 84,600 \text{ lb}$$

The Interstate Legal Load Limit is 84,500 lb (rounded to the nearest 500 lb).

There is no enforcement tolerance for interstate highways. However, the calculated weight exceeds the maximum allowable weight of 80,000 lb. Therefore,

The maximum allowable weight on the interstate is 80,000 lb.

OFF-INTERSTATE HIGHWAY SCENARIO

The truck above with the dump trailer travels to the project on state and county routes only without using the interstate. There are no weight-restricted posted bridges on the route.

What is the off-interstate maximum allowable weight?

From Table 2.105 for a vehicle with 6 axles:

The off-interstate legal load limit is 84,000 lb. The table adds the allowed 10% enforcement tolerance to establish the maximum allowable weight of 92,400 lb.

The off-interstate maximum allowable weight is 92,400 lb.

Example Calculation 2.105 Load restrictions for dump trailer.

DEDUCTION OF PAYMENT FOR NON-COMPLIANT LOADS

If project personnel find that the GVW of a delivery vehicle exceeds the legal load limit on an interstate highway, or the maximum allowable weight on an off-Interstate highway, a deduction of payment for the delivered material will be made.

Payment will be made only for the weight of material hauled that would have resulted in a legally loaded vehicle. The portion of the load that caused the exceedance of legal load limits will not be paid for. The deduction will be made using a line-item adjustment. Note that payment deductions are based on legal load limits (not maximum allowable weights) for both interstate and off-interstate highways.

EXAMPLE CALCULATION –

INTERSTATE HIGHWAY SCENARIO

Following Example Calculation 1.105 above, the tri axle dump truck with 4 axles on the ground arrives with a weight ticket showing a GVW of 58,000 lb.

What is the weight of the hauled material that a payment deduction will apply to?

The result of the legal load limit and maximum weight allowable weight calculation in Example Calculation 1.105 showed that this vehicle should weigh no more than 57,500 lb when traveling on an interstate highway.

An overage above the legal load limit exists of 500 lb (58,000 lb – 57,500 lb = 500 lb).

Material payment deduction will apply to the overage of 500 lb.

OFF-INTERSTATE HIGHWAY SCENARIO

The tri axle truck above travels to the project on state and county routes with no posted bridges and without using the interstate. It arrives with a weight ticket showing a GVW of 83,000 lb.

What is the weight of the hauled material that a payment deduction will apply to?

From the Off-Interstate Maximum Allowable Weight table above (Table 2.105) for a vehicle with 4 axles, the off-Interstate legal load limit is 75,000 lb. The maximum allowable weight from the table is 82,500 lb. An overage above the maximum allowable weight exists of 500 lb (83,000 lb – 82,500 lb), triggering a deduction in material payment.

Now that a deduction in material payment has been triggered, the deduction will be applied to that amount above the legal load limit (not above the maximum allowable weight). The overage above the legal load limit is 8,000 lb (83,000 lb – 75,000 lb = 8,000 lb).

Material payment deduction will apply to the overage of 8,000 lb.

Example Calculation 3.105 Load Restriction material pay reduction.

105-13 MAINTENANCE OF THE WORK.

The contractor is required to maintain at its expense all completed work until accepted for maintenance. See also 105-15.

105-14 FAILURE TO MAINTAIN WORK.

If the contractor does not adequately maintain the work, ALDOT may perform the maintenance work at the contractor's expense. This would normally occur only after sufficient notice has been given to the contractor that maintenance is needed. For example, if traffic control device maintenance has not been performed within 24 hours after the contractor has been notified, ALDOT forces have authority to perform the necessary work and deduct the cost from the next estimate. If there are traffic control devices missing or out of place to the degree that the safety of the traveling public is affected and the contractor cannot mobilize maintenance forces immediately, ALDOT forces can perform the work without providing further notice to prevent further endangerment to the public. The cost of this corrective work by ALDOT should be deducted from the next estimate.

105-15 ACCEPTANCE.

ACCEPTANCE FOR MAINTENANCE

Project Acceptance for Maintenance is the project status where the contractor has completed all physical aspects of the required work and ALDOT assumes maintenance of all the infrastructure elements of the project. The process for ALDOT Acceptance for Maintenance is described below.

Nearing of Presumptive Completion. The Project Manager and the contractor will make determinations of impending project completion. As completion nears, the contractor will provide written notice of presumptive completion of the entire project and will request Final Acceptance for Maintenance.

The establishment of a satisfactory stand of permanent vegetation of required species is one of several requirements for Acceptance for Maintenance. A vegetation bond may be required for acceptance in accordance with SSHC 105.15(c) if seeding, sodding, or planting happens during a season of dormancy. Partial Acceptance for Maintenance may also be requested by the contractor when acceptance of specific work items is delayed due to seasonal limitations or check periods as described in SSHC 105.15 (b) and at the bottom of this topic.

Construction Acceptance Inspection. A Construction Acceptance Inspection is scheduled by the Project Manager within two weeks of written notice of presumptive completion of the entire project from the contractor or when the Project Manager deems the work is nearing completion and notice has been given to the contractor. The purpose of the Construction Acceptance Inspection is to evaluate the work performed to ensure compliance with contract requirements.

Those invited to and participating in the Construction Acceptance Inspection may include representatives of Area operations, construction, and maintenance offices. FHWA and county

or municipal representatives, and other interested applicable stakeholders may also participate.

Completion of Remaining Work. After the Construction Acceptance Inspection, the Area Construction Engineer advises the contractor in writing of any remaining work to be done or defects to be remedied to put the work in condition for acceptance for maintenance. The notification provides a disposition of time charges and the time allowed for completion of the work. The list of remaining work items is sometimes referred to as a “punch list.”

A maximum of four weeks should be allowed for the contractor to complete the remaining items of work. Time charges may be suspended during this period with the official reason for not charging time being “Punch List Items.” Time charges may resume if the contractor is not continuously pursuing completion of the work or if the remaining work exceeds the four-week allowance.

Construction Acceptance. Once the Area Operations Engineer is satisfied with project completion, the State Construction Engineer is notified with a recommendation for Acceptance for Maintenance. The State Construction Engineer will make the final determination of Acceptance for Maintenance and initiates steps toward Final Acceptance.

The State Construction Engineer notifies the contractor of the determination of completion and that ALDOT will assume maintenance of the project. The contractor is notified that Final Acceptance is subject to the record check of materials and workmanship and is directed to provide all required final estimate documentation described in SSHC 109.12.

The State Construction Engineer notifies the Bureau of Materials and Tests of the Acceptance for Maintenance and requests a final materials record check. Final quantities are addressed in 109-12 and SSHC 109.12.

If applicable, the Area Stormwater Coordinator notifies regulatory agencies of the completion status. For projects with US Army Corps of Engineers (USACOE) permit coverage, notice of completion must be given to the appropriate USACOE district office. The Commencement and Completion Certification form provided with the authorization notice may be used for that purpose.

For projects with NPDES permit coverage, a Notice of Termination (NOT) is submitted to ADEM within 10 Days of the Final Acceptance for Maintenance. The Contractor is responsible for correcting problems associated with onsite erosion and off-site sediment deposition until the termination of permit coverage, or for 30 days after the submittal of the NOT. Where ALDOT is not listed as the owner on the NPDES permit, the listed owner will request termination of the permit coverage within 10 days of Acceptance for Maintenance. See SSHC 107.21 and 600 SG-1 for additional information.

FINAL ACCEPTANCE

Notice of Records and Documentation Checks. The State Materials and Tests Engineer provides notice of the completed records check to the State Construction Engineer and to the Area Operations Engineer.

The Area Construction Office compiles documentation for Final Acceptance and submits the Final Estimate to the State Construction Engineer. Notification is provided of completion of a project records check by the Area Construction Office, a materials record check by the Bureau of Materials and Tests, and of contractor provided final estimate documentation, including proof of Contractor advertisement.

Notice of Final Acceptance and Final Payment. The State Construction Engineer issues a notice of Final Acceptance to the contractor copying the ALDOT Chief Financial Officer, The State Office Engineer, the State Material and Tests Engineer, the State Maintenance Engineer, the State Bridge Engineer, the State Design Engineer, the Right of Way Bureau Chief and Assistant Right of Way Bureau Chief for Utilities, the Compliance And Business Opportunities Bureau Chief, the applicable Area Operations Engineer, FHWA if applicable, and the Alabama Roadbuilders Association. The State Construction Engineer forwards the Final Estimate to the Finance Bureau for final payment to the contractor.

PARTIAL ACCEPTANCE FOR MAINTENANCE

ALDOT may consider partial acceptance for completed portions of the project while other portions have not yet been completed. Partial Acceptance for Maintenance is only applicable for consideration for work being restricted by seasonal limitations or check periods in accordance with SSHC 108.07 and SSHC 108.09.

When partial acceptance of a specific work item is requested by the contractor, the Area Construction Engineer may consider and approve the request when it is in the best interest of ALDOT. Partial Acceptance for Maintenance will generally follow the process for ALDOT Acceptance for Maintenance described above.

The Acceptance for Maintenance process is modified by evaluating completion of those specific items being considered for Partial Acceptance for Maintenance. Notification to the contractor of Partial Acceptance for Maintenance will be specific as to the items of work accepted and those that are not accepted for maintenance. For partial acceptance due to seasonal limitations, the contractor will be notified of the date that work (and time charges, if suspended) will resume and when the work is expected to be completed.

The disposition of time charges should be evaluated based on the required work to be completed rather than the items of work that are being considered for Partial Acceptance for Maintenance. If all other work is complete and the establishment of permanent vegetation is being prevented due to temperature or season, suspension of time charges based on "Seasonal

Limitation” would be appropriate with a noted remark describing the specific circumstances. A similar approach would be taken for other items that cannot be completed due to required seasonal limitations or operational check periods.

Project traffic control may be considered for removal if it is no longer warranted and portable or temporary devices can be used for the remaining work. No direct payment will be made for costs associated with the Contractor's request for partial acceptance, including those for temporary traffic control and remobilization.

The process for Final Acceptance will be initiated only after all contract work of the project has been completed and has been Accepted for Maintenance.

The graphic below summarizes project acceptance.

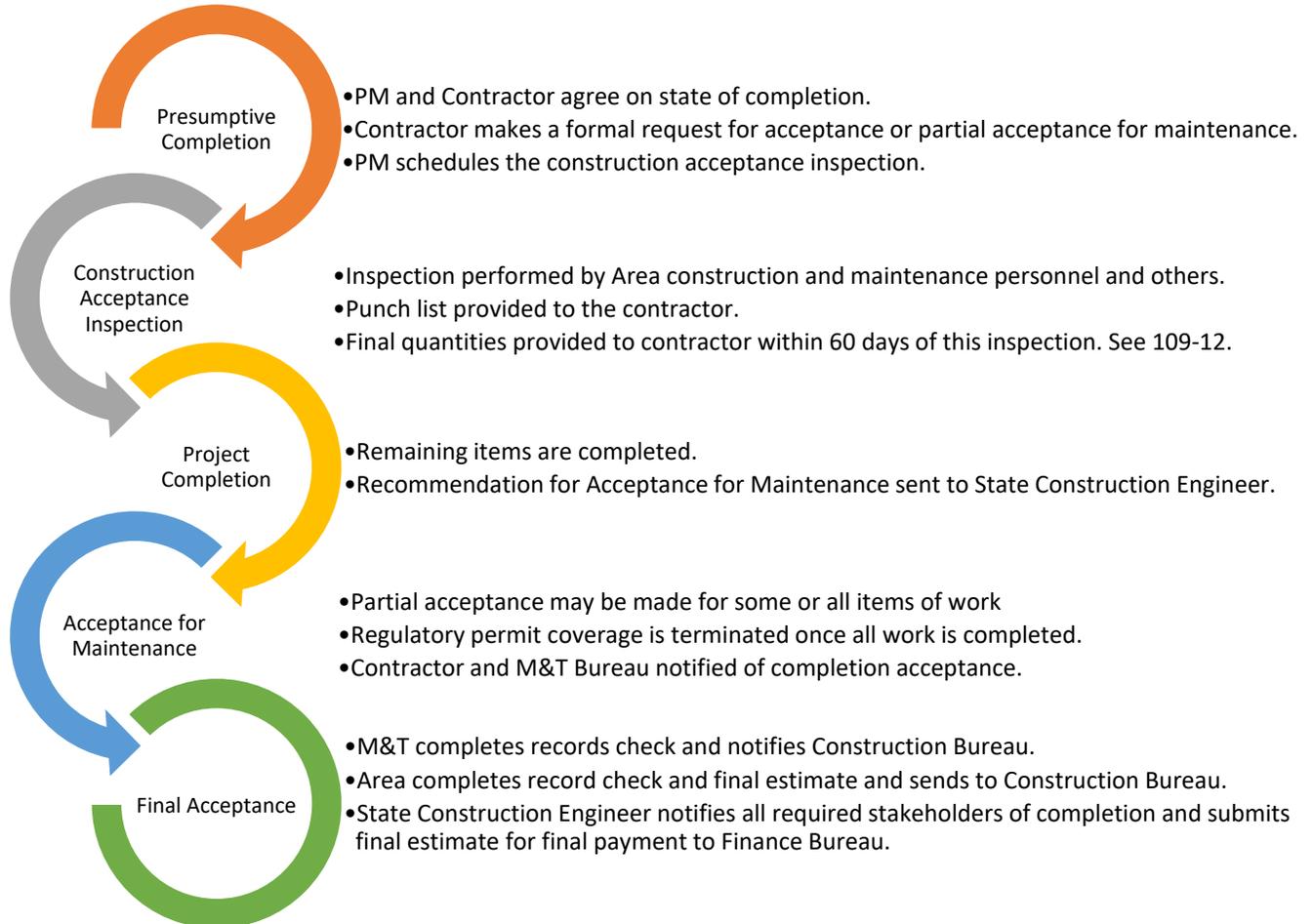


Figure 1.105-15 Project Acceptance Summary.