INVITATION TO BID NO: 10-R-2218284

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY	: 012160 ALA DEPT OF TRANS MAINT 3RD DIV
AGENCY REQ. NO.	: 310-030200
T-NUMBER	:
DATE ISSUED	: 04/28/10
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1432990
BUYER NAME	: RAY BRESSLER
BUYER PHONE NO.	: (334) 242-4670-
PURCHASING PHONE NO	: (334) 242-7250

FOR: REPAIR OF CONCRETE SPALLS
MANDATORY SITE VISIT 5/13/10 10:00 AM

BID MUST BE RECEIVED BEFORE:
DATE: 05/20/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 05/21/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER

2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)

3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.

4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)

5. E-MAIL ADDRESS: _____

INTERNET WEBSITE: _____

6. GENERAL CONTRACTOR'S LICENSE NO: _____

TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****
BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL	COURIER
STATE OF ALABAMA DEPARTMENT OF FINANCE DIVISION OF PURCHASING P O BOX 302620 MONTGOMERY, AL 36130-2620	STATE OF ALABAMA DIVISION OF PURCHASING RSA UNION BUILDING 100 N. UNION ST., SUITE 192 MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____

_____
NOTARY PUBLIC

TERM EXP: _____

_____ FEIN OR SSN	_____ AUTHORIZED SIGNATURE (INK)
_____ COMPANY NAME	_____ TYPE/PRINT AUTHORIZED NAME
_____ MAIL ADDRESS	_____ TITLE
_____ CITY, STATE, ZIP	_____ TOLL FREE NUMBER
_____ PHONE INCLUDING AREA CODE	_____ FAX NUMBER

AUTHORITY:
THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF T HIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 01/14/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.

2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.

3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.

4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.

5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.

6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.

7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.

8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116,CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

AWARD:
AWARD WILL BE MADE "ALL OR NONE" TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. EACH BIDDER MUST PROVIDE A "UNIT PRICE" PER LB ON PRICE SHEET OF BID FORM.
ASSIGNMENT OF CONTRACT:
TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

DELIVERY TIME FRAME:
ALL ITEMS ORDERED MUST BE DELIVERED TO AREAS SHOWN ON "PLANS" (SEE SPECIFICATIONS FOR APPROXIMATE AREAS - MAY VIEW "PLANS" DURING SITE VISIT). WORK WILL BE DONE ACCORDING TO "PATCHING PROCEDURE" THAT IS DISTRIBUTED BY THE ENGINEER.
DELIVERY AND INSTALLATION:
BID IS TO INCLUDE COST OF TRANSPORTATION, UNLOADING, INSTALLATION AND REMOVAL OF DEBRIS. DROP SHIPMENTS ARE NOT ACCEPTABLE. TITLE WILL CHANGE UPON RECEIPT OF SATISFACTORY DELIVERY AND INSTALLATION.

F.O.B. DESTINATION:
F.O.B. DESTINATION IS THE LOCATION WHERE MERCHANDISE IS DELIVERED AND UNLOADED ON A RECEIVING DOCK, IF AVAILABLE, TO ANY STATE OR LOCAL GOVERNMENT AGENCY AND THE CHANGE OF TITLE TAKES PLACE. THE VENDOR IS LIABLE FOR FREIGHT CHARGES, RISK OF LOSS OR DAMAGE TO THE MERCHANDISE UP TO THE DESTINATION.

FREIGHT:
BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

NON-APPROPRIATION OF FUNDS:
CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:
ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

QUALITY OF MATERIALS AND LABOR:
MATERIALS USED THAT ARE NOT OTHERWISE SPECIFIED SHALL BE THE KIND AND QUALITY CONSISTENT WITH THE TRADE PRACTICE FOR SUCH WORK AND SHALL COMPLY WITH ALL LOCAL CODES. ALL LABOR SHALL BE WELL EXPERIENCED IN THIS TYPE WORK AND IT SHALL BE COMPLETED IN A PROFESSIONAL MANNER.

REQUESTED INFORMATION:
ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN TEN (10) DAYS FROM RECEIPT OF REQUEST.

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-R-2218284

OPEN DATE : 05/21/10 TIME: 10:00 AM

RETURN DATE: 05/20/10 TIME: 5:00 PM

THE FOLLOWING CONFERENCES WILL BE HELD

CONFERENCE	LOCATION
MANDATORY SITE VISIT DATE: 05/13/10 TIME: 10:00 AM	ALDOT - 3RD DIV DISTRICT 1 W/ RODDY MITCHELL(205)288-1091 1020 BANKHEAD HWY WEST BIRMINGHAM AL 35202

PRICE SHEET

INVITATION TO BID

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-R-2218284
OPEN DATE : 05/21/10 TIME: 10:00 AM

RETURN DATE: 05/20/10 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 012015 / 012M01 ALDOT - 3RD DIV DISTRICT 1 THIRD DIVISION DISTRICT ONE 1020 BANKHEAD HWY WEST P. O. BOX 2745 BIRMINGHAM AL 35202				
00001	COMMODITY CODE: 968-56-089719 MAJOR STREETS, RESURFACING, PATCHING OR REPAIR PER PROVIDED SPECIFICATIONS. REPAIR OF MISCELLANEOUS CONCRETE SPALLS ON US 31 (ELTON B. STEPHENS EXPRESSWAY) US 280, I-59 AND I-65 IN BIRMINGHAM PER THE ATTACHED SPECIFICATIONS. MANDATORY SITE VISIT WITH RODDY MITCHELL ON 5/13/10 AT 10:00 AM IN BUILDING AT 1020 BANKHEAD HWY WEST IN BIRMINGHAM. CONTACT RODDY 205-581-5702 (W) OR 205-288-1091 (C) IF YOU HAVE ANY QUESTIONS. EACH BIDDER MUST PROVIDE A UNIT PRICE FOR LINE ITEM 00001 ON THIS PAGE. EACH BIDDER MUST ATTEND SITE VISIT AND RETURN ORIGINAL BID AND ONE COMPLETE COPY OF ORIGINAL BID TO PURCHASING TO BE CONSIDERED FOR AWARD.	40000	LB	_____	_____

PAGE TOTAL _____

BID TOTAL _____

2218284
310-030200
1432990

SCOPE OF WORK

- Work detailed below will be performed on U.S. 31 (Elton B. Stephens Expressway), U.S. 280, I-59 and I-65 in Birmingham, AL in the Third Division. (See attached map.)

- Fibercrete "B", manufactured by Fibercrete Technologies, LLC, patching material or an approved equal will be used to repair the miscellaneous concrete spalls.

- The approximate areas and extent of patching will be identified by the Engineer.

- Within 7 days of the Notice to Proceed, the contractor shall submit a description of all equipment to be used and the procedure for placing, compacting, finishing and curing the patching material.

- This project will be a Nighttime Project Monday thru Friday 8:00 p.m. until 5:00 a.m. Saturday and Sunday work will be from 9:00 p.m. until 5:00 a.m.

- The Contractor's Proposed Traffic Control Plan must be approved by the Engineer before the Contractor begins work, and must meet the requirements of the Alabama Manual on Uniform Traffic Control Devices.

- All work shall be performed in accordance with Special Provision No. 08-0668 dated January 26, 2010 for Project No. 99-403-371-000-310. (copy attached)

- The contractor shall not begin the patching work until the Engineer informs the Contractor that submittal is complete.

- Traffic shall not be placed on the completed patching work until approved by the Engineer.

- The Contractor shall warrant the performance of the work for a period of 2 years from the date of the completion of all patching work. The patching work will not be accepted for final payment until a written warranty is submitted and accepted by the Engineer as being sufficient to cover performance of the patching work. The warranty shall be a commitment to repair all cracks and spalls in the patched areas within 7 calendar days of being notified of the failure of the patching.

- Patching material will be measured by the pound of material placed in the completed patch, with deductions being made for wasted and spilled material.

- In order to place a bid, Contractors shall be required to attend a mandatory on-site pre-bid meeting on: <u>A date to be established, prior to submittal of bids.</u>

- Any required traffic striping will be accomplished by ALDOT.

- The Fibercrete product shall not be placed unless the ambient temperature is 40 degrees and rising.

- The approximate quantity of Fibercrete or an approved equal will be 40,000 pounds.

- Contractor shall submit a price per pound for the estimated quantity. The unit price shall be full compensation for all materials, equipment, tools, labor, and traffic control required to complete the patching work.

- Bids will be evaluated based on the lowest total price for the above-mentioned work based on the bid quantity of 40,000 pounds.

- Contractor shall coordinate all work through Mr. Roddy Mitchell District One Manager at (205) 581-5702 Office or (205) 288-1091 Cell.

- Invoicing frequency will be no more than once a month. Invoices shall indicate the number of pounds being billed for that invoice.

- Please mail invoice to address below:
  Alabama Department of Transportation
  District One Manager
  P.O. Box 2745
  Birmingham, AL 35202

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 26, 2010 Special Provision No. 08-0668

SUBJECT: Patching, Project Number 99-403-371-000-310, Jefferson County.

Alabama Standard Specifications, 2008 Edition, shall be amended by the addition of a new Section 460 as follows:

SECTION 460
PATCHING

460.01 Description.

This Section shall cover the work of furnishing and placing patching material for the repair of spalls, potholes, cracks, and joints in concrete and asphalt pavements and other structures designated by the Engineer.

460.02 Materials.

The patching material shall be Fibrecrete "B" manufactured by Fibrecrete Technologies, LLC and distributed by Marketing Associates, Inc. The contact information for Marketing Associates is:

Marketing Associates, Inc.
131 St. James Way
Mount Airy, North Carolina, 270030
336-789-7259
www.marketingassociatesinc.com

The Contractor shall submit a certification from Marketing Associates for each batch or container of Fibrecrete "B" material that is furnished for patching. Each certification shall have an identification number or other unique designation shown for each batch or container described in the certification. Fibrecrete "B" shall be delivered to the project in containers that are clearly marked with the identification of the of the lot or batch. The Engineer will not allow the placement of patching materials that are not clearly marked with an identification of the lot or batch that is identified in the submitted certifications.

460.03 Construction Requirements.

(a) EXTENT OF REPAIR.

The approximate areas and extent of patching will be shown on the plans. The Contractor shall make adjustments to the work as directed by the Engineer to increase the size of the areas that must be patched or to patch additional areas not shown on the plans.

(b) PATCHING PROCEDURE.

The Contractor shall submit six copies of a Patching Procedure to the Engineer no later than 7 calendar days after the date of the issuance of the Notice to Proceed. The Patching Procedure shall contain the following:

- description of all of the components (binders, fillers, bonding adhesives) that are proposed for use in producing the patching material and preparing the surfaces for the bonding of the patching material;
- description of all equipment (hammers, air compressors, etc.) that will be used to prepare the areas for the placement of the patching material;

- description of the required condition (removal of loose material, dry surface, etc.) of the area to be patched prior to placement of patching material;
- description of the materials and procedures that are a part of the Fibrecrete system for sealing of cracks in the areas of the pavement or other structure prior to the placement of the patching material;
- description of all equipment that will be used for the mixing and placement of the patching material;
- description of all equipment and devices that will be used for measuring, recording and independently verifying the weight of the patching material for payment purposes;
- description of the procedure for placing, compacting, finishing and curing the patching material.

The Engineer will not approve the Patching Procedure but will review it for completeness. The Contractor shall resubmit the patching procedure to add any information requested by the Engineer to make the submittal compete.

The Contractor shall not begin the patching work until the Engineer distributes the procedure for inspection of the work. The Engineer will forward a copy of the distributed procedure to the Contractor.

(c) PERFORMANCE OF PATCHING.

The Contractor shall perform the patching work in compliance with the requirements given in the Patching Procedure that is distributed by the Engineer. The patching procedure may only be modified by a complete resubmittal and redistribution of the procedure.

(d) PLACEMENT OF TRAFFIC AFTER PATCHING.

Traffic shall not be placed on the completed patching work until allowed by the Engineer.

(e) WARRANTY OF THE PATCHING WORK.

The Contractor shall warrant the performance of the work for a period of 2 years from date of the completion of all patching work. The patching work will not be accepted for final payment until a written warranty is submitted and accepted by the Engineer as being sufficient to cover the repair of the patching work. The warranty shall be a commitment to repair all cracks and spalls in the patched areas within 7 calendar days of being notified by the Engineer of the failure of the patching.

460.04 Method of Measurement.

Patching material will be measured by the pound of material placed in the completed patch. Deductions will be made for wasted and spilled material. Measurement will not be made of the sealant required to seal the cracks in the areas of the pavements and other structures to be patched.

460.05 Basis of Payment.

(a) UNIT PRICE COVERAGE.

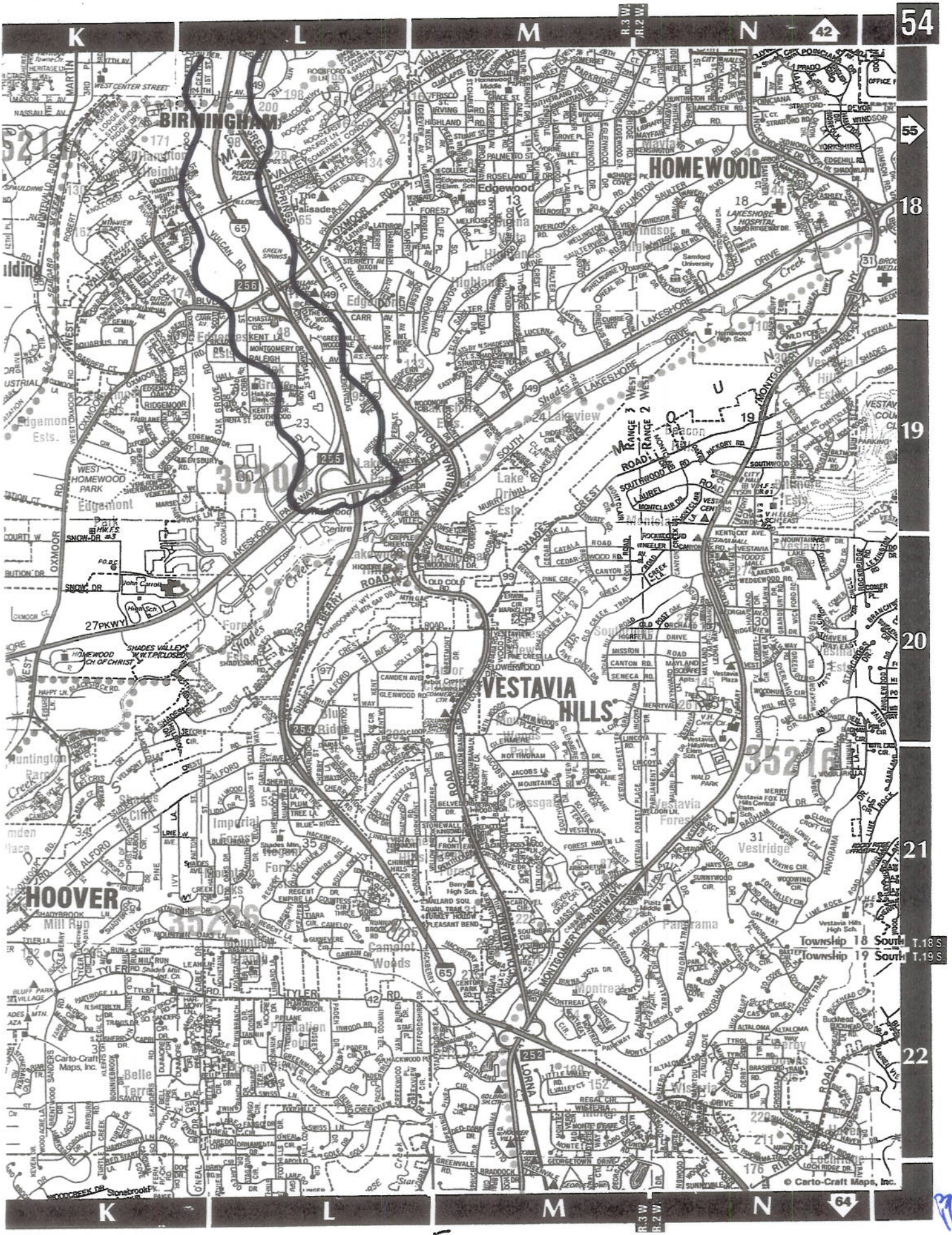
The contract unit price shall be full compensation for all materials, tools, labor and equipment required for the completion of the patching work.

No more than 90 % of the total contract price will be paid for the completed patching work until a written warranty is submitted and accepted by the Engineer. The Engineer will not accept the warranty if there are concerns about the adequacy of the requirements given in the warranty. Final payment for the patching work will be made when the warranty is accepted by the Engineer.

(b) PAYMENT WILL BE MADE UNDER ITEM NO.:

460-A Patching - per pound

1.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BIRMINGHAM
HOMEWOOD
VESTAVIA HILLS
HOOVER
Edgewood
Lakeview
Vestavia
Vestridge
Lakeshore Hospital
Samford University
Homewood High Sch.
Vestavia Hills High Sch.
Berry High Sch.
Shades Mtn. (Hoover)
Vestavia Hills West Elem. Sch.
Vestavia Hills Central Elem. Sch.
Vestavia Hills Elem. Sch.
Vestavia Hills Middle Sch.
Vestavia Plaza
Vestavia Centers
Foots Mall
Lake Drive Ests.
Shades Valley W.W.T.P. (CLOSED)
Homewood Ch. of Christ
Edgemont Park
West Homewood Park
Lake Park
Shades Creek
Cahaba River
Lake Purdy
Lake Heather
Lake Wilborn
Lake Cyrus
Lake Tom Bigbee
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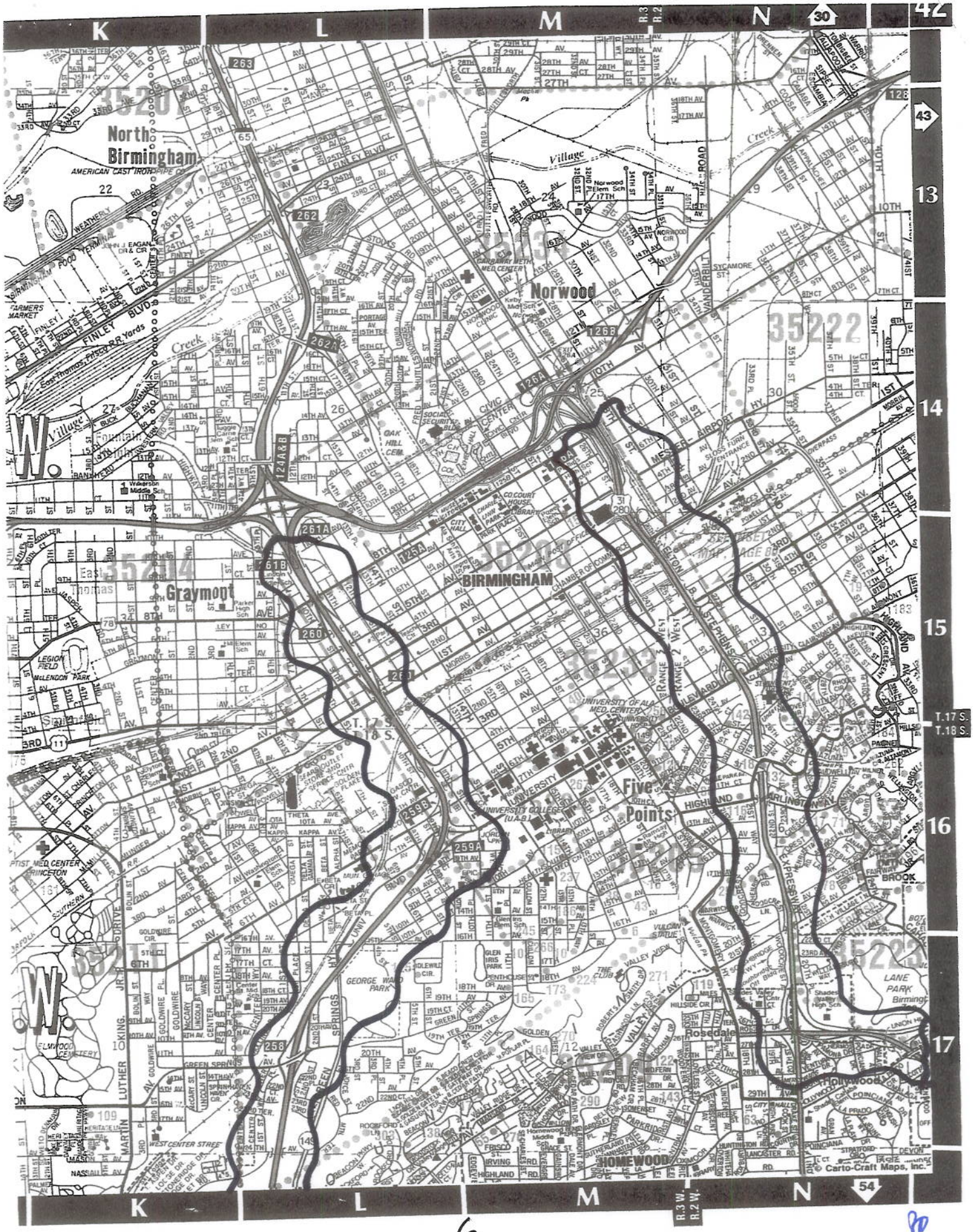
K
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M
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North Birmingham
Norwood
Graymont
BIRMINGHAM
Five Points
Rosedale
Hollywood
HOMEWOOD
Village
Creek
FINLEY BLVD
VANDERBILT ROAD
MERIDIAN
AIRPORT HY
GEORGE WALLACE DRIVE
LUTHER KING JR DRIVE
SOUTHERN RR
T.17 S.
T.18 S.
R.3 W.
R.2 W.
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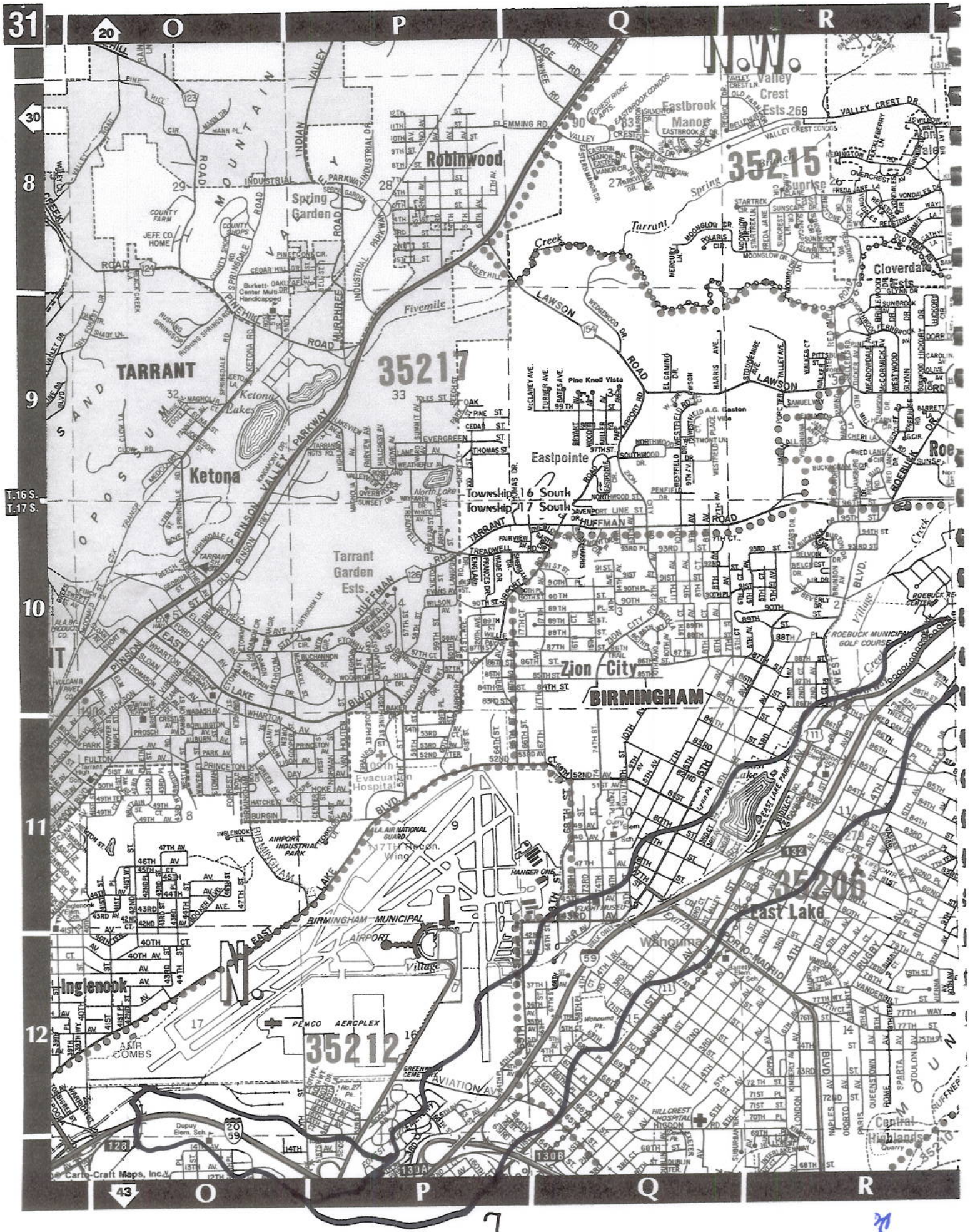
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O
P
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N.W.
Valley Crest Ests.
Eastbrook Manor
35215
Robinwood
Spring Garden
Cloverdale Ests.
TARRANT
35217
Ketona
Ketona Lakes
Eastpointe
Township 16 South
Township 17 South
Tarrant Garden Ests.
Zion City
BIRMINGHAM
Roe
Inglenook
35212
East Lake
35206
Wahouma
Central Highlands
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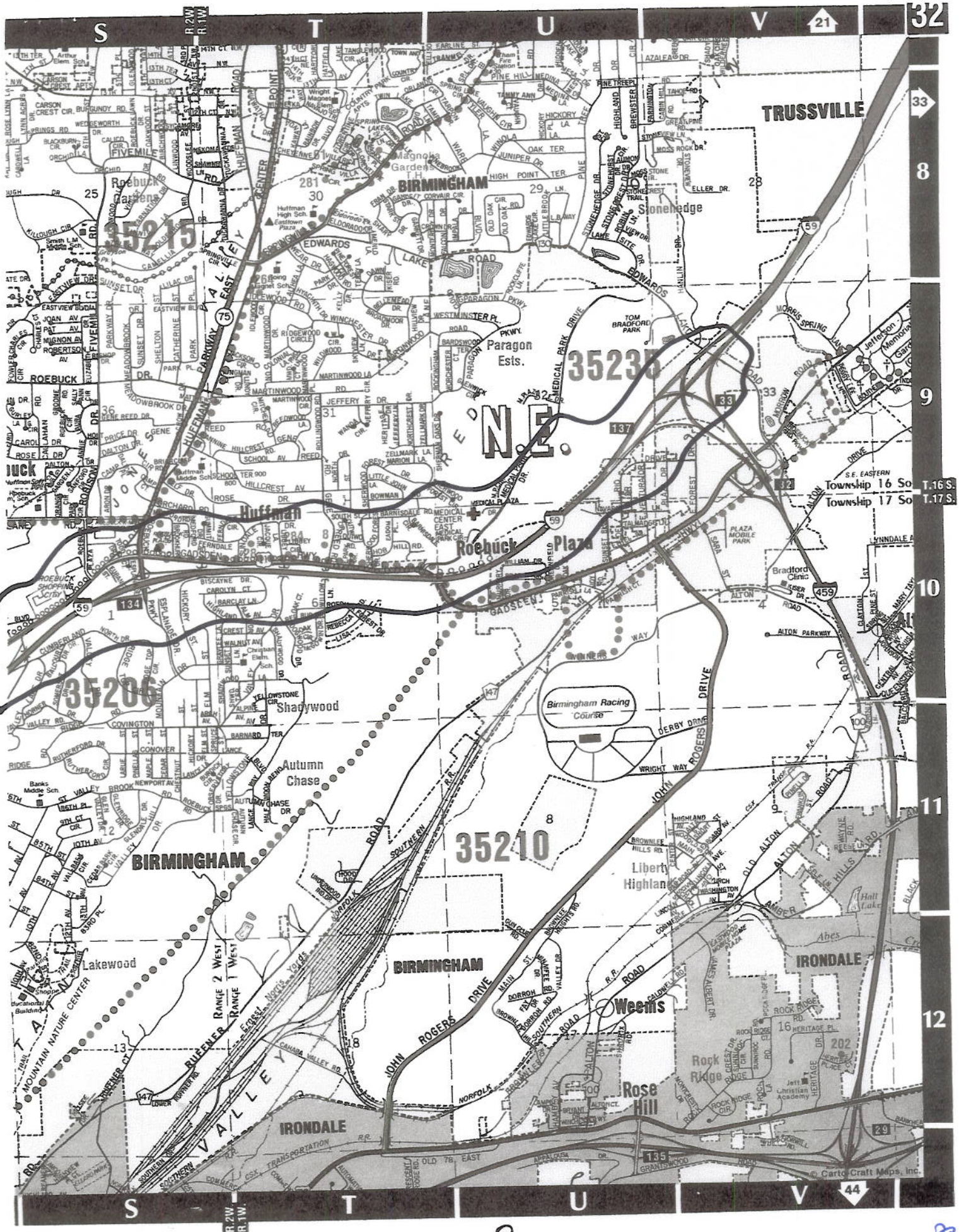
43

7


S
T
U
V
32
R.2W
R.1W.
TRUSSVILLE
BIRMINGHAM
Roebuck Gardens
35215
Huffman
Roebuck Plaza
Paragon Ests.
35235
N.E.
35206
Shadywood
Autumn Chase
35210
Birmingham Racing Course
Lakewood
Liberty Highlands
IRONDALE
Weems
Rock Ridge
Rose Hill
Stonehedge
Bradford Clinic
Township 16 So
Township 17 So
T.16 S.
T.17 S.
Range 2 West
Range 1 West
Forest Norris Yards
MOUNTAIN NATURE CENTER
JOHN ROGERS DRIVE
SOUTHERN RR
NORFOLK
ALTON PARKWAY
DERBY DRIVE
WRIGHT WAY
MEDICAL PARK DRIVE
HUFFMAN EAST PARKWAY
RUEENER
8
9
10
11
12
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