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Athens, Tennessee 37371-0849
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Matthew Marshall
Director of Purchasing

CITY OF ATHENS
REQUEST FOR BID NO. 1614

The City of Athens will receive sealed bids at the Athens Municipal Building, Purchasing Division, located at 815 N. Jackson Street, Athens, TN 37303, until 2:30 p.m. ET, Monday March 9th 2015, at which time and place bids will be publicly opened and read aloud for **INFRARED ASPHALT REPAIR** as described in the attached Specifications No. 07-66 (Note: Late bids will not be considered under any circumstances. Bids will be accepted if the date/time stamped by the Purchasing Department is 2:30 p.m.; date/time stamps of 2:31 or later will be rejected.)

SCOPE OF WORK:

The repair of asphalt surfaces using infrared heating technology per Specifications No. 07-66. This solicitation is to gather pricing in order to repair asphalt surfaces using infrared heating technology. The surface areas that can be repairs include but are not limited to roadway, sidewalks, greenways, and parking lots.

\$ BID AMOUNT:

- | | |
|------------------------------|-------------|
| 1. UNIT PRICE PER SQUARE FT. | \$ _____ SF |
| MINIMUM REQUIRED SQFT | _____ |
| 2. PRICE PER DAY FOR REPAIRS | \$ _____ |
| AVERAGE SQFT PER DAY | _____ SF |

The Agreement resulting from the awarded bid shall have an initial term of one year beginning April 1, 2015 through March 31, 2016, with two one-year options to extend the Agreement for two successive one-year terms, under the same terms and conditions as the original Agreement. With respect to the options, the successful bidder may be entitled to renew the Agreement for an additional year(s) by providing the City of Athens with 60 days advance written notice prior to the end of a term of a desire to extend the term an additional year. Thereafter, the City of Athens shall have the right to either grant the option for an additional year or revoke or cancel the option and the Agreement, with such action to be taken within 30 days of receipt of the written notice from the contractor. The original Agreement shall not under any circumstance have a term beyond 3 years.

SUCCESSFUL CONTRACTOR MUST PROVIDE WORKERS' COMPENSATION AND LIABILITY INSURANCE THROUGHOUT THE ENTIRE CONTRACT PERIOD AS STATED IN THE ATTACHED "INSURANCE REQUIREMENTS" SHEET AND PROVIDE A CERTIFICATE OF INSURANCE. (THIS SEPARATE SHEET IS PROVIDED SO YOU MAY GIVE TO YOUR INSURANCE COMPANY TO IDENTIFY THE ACTUAL REQUIREMENTS.)

DRUG FREE WORKPLACE – Contractors with five or more employees must submit an affidavit that the contractor has a drug-free workplace to the extent required of government entities. This affidavit is included with these bid documents and must be signed by the principal officer of the company and returned with your bid proposal.

ALL BIDS MUST BE SEALED, PROPERLY IDENTIFIED, AND HAVE ON THE OUTSIDE OF THE BID AND BID RETURN ADDRESS SHEET" INCLUDED IN THIS BID PACKAGE

The City of Athens reserves the right to reject any and all bids or waive any informality and to accept any proposal deemed to be in the best interest of the City.

COMPANY _____ DATE _____

BY _____
(Printed) (Signature)

PHONE _____ FAX _____ EMAIL _____

CITY OF ATHENS
SPECIFICATIONS NO. 07-66
INFRARED ASPHALT REPAIR

- I. The work shall consist of furnishing materials and performing a permanent repair on an area of damaged asphalt pavement. The location to be restored shall be identified prior to commencement of repair activities.

- II. If needed a one-component emulsified maltenes recycling agent (rejuvenator) is to be applied to the restored area in a ratio of 1:1 with water. This solution shall be well dispersed with a commercial grade sprayer at a rate of 8 ounces per square yard of heated area. This application area shall include both the area under repair as well as the area heated but left undisturbed around the perimeter of the repair. The application shall take place after the area has been scarified and just prior to the addition of new asphalt.
This rejuvenator replaces the light oil component of asphalt, which has oxidized out over time. The Infrared repair contractor shall provide TDOT 411E or D mix at plant mix temperature (275-325 degrees Fahrenheit) to be added to the repair to bring the area up to grade with the existing road.

- III. The infrared restoration equipment shall consist of a truck mounted KASI MODEL 2 or 4 P48 self- contained asphalt restoration system using ultimate air burner apparatus, or approved equal. Organization should have equipment available for immediate use upon contract execution.

- IV. Infrared Heater- the heating chamber shall contain six 6' long stainless steel converters to generate the infrared radiation. The converters shall be made from a single piece of stainless steel pipe with NO WELDED ORIFICES. The chamber used shall consume no more than 12,500 BTU per square foot of heated area. This rate of consumption shall translate into the ability of the heater to soften asphalt to a depth of 1 ½ -2 ½ inches in 8-10 minutes without burning the surface. Compactor/Roller- the compaction equipment used shall be vibratory capable of generating at least 2000 lbs. of applied force/square inch.

- V. A steel rake shall be used to delineate the repair area along the chalkline and to scarify the Request for Quotation 183220,6
Proprietary and Confidential Page 5 of 19 Scope Detail and Functional Requirements heated area of the patch inside the chalk line to a depth of at

least 2 inches.

Asphalt Lute- a 36" wide lute shall be used to evenly distribute the added asphalt and to establish the proper grade.

VI. Before the Infrared Restoration is begun, the proper authorities, in conjunction with the contractor will mark out the areas to be restored. The total time for a typical single heat restoration should be no more than 20-30 minutes. This timeframe shall be strictly adhered to so as to insure that both the heated pavement and added asphalt have not been allowed to cool significantly. This guarantees the proper fusion between the repair and the existing road surface.

VII. Proper safety precautions shall be taken including traffic cones, signage, and flagmen (if necessary) to insure a safe workplace for workers, pedestrians and automobile traffic. The area shall be swept clean of dirt, loose aggregate or standing water. A chalk line shall be drawn 6-12 inches back from the damage.

VIII. The infrared chamber is lowered over the repair being sure to allow at least 12 – 18 inches of heated area beyond the perimeter of the original opening. To insure the proper heating time, the contractor shall check the surface temperature of the asphalt at seven minutes and every minute hereafter using an infrared thermometer so as not to allow the surface temperature to exceed 350 degrees Fahrenheit. The heating time is influenced by the ambient temperature, the color of the pavement, the size of the aggregate, and the moisture content. After the appropriate heating time (typically 8-10 minutes), the asphalt surface will be softened to a depth of 2-2.5 inches. The infrared chamber is then removed from the heated area.

IX. The backside of a steel rake is used to neatly square off the repair, cutting 6 – 12 inches back from the damage along the chalk line. The area inside the repair is then deeply scarified, taking special care to eliminate the original seam between the repair and the road. The maltenes rejuvenator shall be applied if needed, to the repair and the surrounding heated asphalt surface.

IX. TDOT 411E or D mix (1/4" – 1/2" aggregate) is then added to the area to bring it up to proper grade. The repair is luted smooth.

IX. The area is properly compacted being sure to roll the edges first to fuse the hot repair to the heated but untouched surrounding pavement. A

light coating of stone dust can then be spread over the repair to remove the tackiness. The road can then be opened to traffic.

IX. The infrared restoration installed under this specification shall be guaranteed by the contractor against failure resulting from defective materials or methods of application for a period of one year from date of installation. The contractor shall guarantee to repair, without cost to THE CITY OF ATHENS that part of the original restoration installed under this contract that, in the opinion of THE CITY OF ATHENS, has not remained in useful service. The repair installed under this warranty shall be guaranteed the same as the original material from the date of the original restoration. This warranty shall not include depressions or areas of settlement caused by lack of proper compaction of the base or sub-base material.

The consultant or a CITY OF ATHENS Representative will mark the limits of construction prior to starting work. The depth and type of repair are also to be determined by a CITY OF ATHENS Representative or consultant.

CITY OF ATHENS - TERMS AND CONDITIONS

1. **BID FORM:**
Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of thirty (30) days after the date set for the opening of bids.
2. **BID RETURN SHEET:**
ALL bids must be sealed and returned in the official City of Athens BID RETURN SHEET included in the bid package.
ALL bids must be SEALED and properly identified with the name and address of bidder; the date, time, bid number and project title on the OUTSIDE of the bid return envelope.
3. **INSURANCE:** A sheet of minimum “INSURANCE REQUIREMENTS” shall be attached to these terms and conditions when applicable. This sheet is provided for you and your insurance company.
4. Prices shall be quoted FOB Athens, TN. Delivery to City of Athens locations shall be without additional charge unless otherwise requested by the City of Athens.
5. Failure to examine any drawings, specifications, and instructions will be at bidder’s risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications, and instructions or other documents, he should submit a written request for an interpretation to the Director of Finance. An interpretation of the document will be made only by addendum issued by the Director of Finance to each firm to whom an invitation was forwarded. The City will not be responsible for explanations or interpretations of bid documents except as issued in accordance herewith.
6. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. If a brand name is listed in the bid package and a vendor intends to bid another name it is the responsibility of the bidder to notify the Director of Finance of his intent to do so by seven (7) days prior to bid opening. This is to allow time to evaluate equipment or product. Failure to do so disqualifies you as a bidder. An approved equivalent is defined as a bid item that meets or exceeds every specification provided in the bid specifications and is approved by the City of Athens. However, the City of Athens reserves the right to choose a specific name brand if standardizing to accommodate parts supply, knowledge of maintenance, and to prevent the purchase of specialty tools.

7. The bidder is requested to attach brochure-type information and written specifications on the supplies furnished. All guarantees and warranties should be clearly stated.
8. Prices quoted for all machinery, equipment, and vehicles shall include complete parts manual(s), maintenance manual(s), service manual(s), and operator's manual(s) without additional charge and are to be delivered with the unit.
9. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
10. Any exceptions to these terms or conditions or deviations from written specifications will be shown in writing and attached to the bid form.
11. Any alteration, erasure, additions to or omission of requested information, change of the specifications or bidding schedule, is made at the risk of the bidder and shall result in the rejection of the bid unless such changes are authorized by the specifications.
12. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
13. Charges for boxing or cartage will not be allowed unless previously agreed upon.
14. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
15. Bidder agrees to defend and save the City of Athens from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
16. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
17. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder, as the City of Athens does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 USC 2000d).

18. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Athens. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
19. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
20. The City reserves the right to determine the low bidder by durability and maintenance cost over the life of the vehicle or equipment. This may be done by means of past experience or research. Initial cost may not determine low bid.
21. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

Bidder's company name, signature, and date indicate that these terms and conditions have been read, understood, and accepted.

DATE: _____

BIDDER'S COMPANY NAME _____

COMPANY REPRESENTATIVE:

(Printed Name)

(Written Signature)

TELEPHONE _____

FAX _____

EMAIL _____

THIS DOCUMENT MUST BE SIGNED AND RETURNED WITH BID

CITY OF ATHENS
STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

NOTE: WC coverage may be waived if the contractor is the sole proprietor only, with no employees, and can provide the City of Athens with an APPROVED I-5 form from the Department of Labor.
2. Comprehensive General Liability Insurance
 - (a) \$700,000 limit of liability per occurrence for bodily injury and property damage.
 - (b) Comprehensive form covering all owned, non-owned, and hired vehicles
3. Auto Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage.
 - (b) Comprehensive form covering all owned, non-owned, and hired vehicles
4. City of Athens (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies.
5. The cancellation provision should provide 30 days notice of cancellation.
6. Certificate Holder should read:
 - City of Athens
 - 815 N. Jackson Street
 - Athens, TN 37303
7. Insurance company must have an A.M. Best Rating of A-6 or higher.
8. Insurance company must be licensed to do business by the Tennessee Secretary of State.
9. Insurance company must be authorized to do business in Tennessee by the Tennessee Insurance Department.

FROM:

NAME/ADDRESS OF BIDDER

TO BE OPENED: DATE _____ TIME _____

BID/RFQ NO. _____ PROJECT _____

CONTRACTOR'S REQUIREMENTS:

NAME _____ LICENSE NO. _____

EXPIRATION DATE _____ CLASSIFICATION _____

SUB REQUIREMENTS:

NAME _____ LICENSE NO. _____

EXPIRATION DATE _____ CLASSIFICATION _____

NAME _____ LICENSE NO. _____

EXPIRATION DATE _____ CLASSIFICATION _____

NAME _____ LICENSE NO. _____

EXPIRATION DATE _____ CLASSIFICATION _____

NAME _____ LICENSE NO. _____

EXPIRATION DATE _____ CLASSIFICATION _____

ANY OTHER SUBS, LIST ON SEPARATE PAPER AND ATTACH TO BACK OF ENVELOPE

TO:

**PURCHASING DEPARTMENT
CITY OF ATHENS
815 N. Jackson Street
P.O. Box 849
Athens, TN 37371-0849**

AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor)

I, _____, president or other principal officer of _____, swear or affirm that

NAME OF COMPANY

the company has a drug – free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President
Or
Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,
President or principal officer of _____,
On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**NOTICE TO BIDDERS – “CHECK-OFF LIST
BID NO. 1614**

When finalizing your bid proposal, please use the following checklist to ensure that you have signed and included all necessary documents for your bid to be considered. **FAILURE TO INCLUDE ALL REQUESTED DOCUMENTS SHALL DISQUALIFY YOUR BID AND IT WILL NOT BE CONSIDERED.**

Have you:

- Signed the bid request form stating the amount of your bid and included it in the bid submittal

- Signed the City of Athens - Terms and Conditions and included it in the bid submittal

- Have read and signed the Special Terms and Conditions, completely filled out all applicable information and included it in the bid submittal

- Filled out and returned your bid with the bid return address sheet taped to the outside of the bid submittal

- Included a completed Drug Free Workplace Affidavit form found in this package.

- Include a Certificate of Insurance liability listing the City of Athens as “Additionally Insured”.