

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 12-NOV-20 at 2:00 PM

BID NUMBER: 306019

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 203416 Ordering Dept.: Chattanooga Department Of Transportation Buyer: Dedra Partridge Phone No.: (423) 643-7237					
Items Being Purchased: Asphalt Rejuvenation Agent					
Are you a City of Chattanooga Employee Yes _____ No _____					
ATTACHMENTS: Specifications Instructions To Bidders Iran Divestment Act Form W9 Form City of Chattanooga Supplier Information Form No Contact/No Advocacy Statement Affirmative Action Plan City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/images/citymedia/Purchasing_Images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf If you can't download call buyer for a copy.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Asphalt Rejuvenation Agent. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
Price Escalation Clause: Vendor Shall Hold Prices Firm For First (1st) Year Of Contract If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON November 12, 2020 ***					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the					

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V E N D O R	RFQ
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M A I L T O	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____ eMail Address _____ Contact Person's Name _____ Estimated Delivery _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

TERMS OF PAYMENT: _____
 TELEPHONE NUMBER: _____

COMPANY: _____
 SIGNATURE: _____
 NAME AND TITLE: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Asphalt Rejuvenation Agent	225000	Square Yard	_____	_____

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 TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: _____
 SIGNATURE: _____
 NAME AND TITLE: _____

GENERAL CONDITIONS

1. CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of the plans and specifications. Any deviations from the specifications or plans must be approved in writing by the owner or his representative, prior to performance. The contractor in writing shall, immediately upon discovery, bring to the attention of the owner any conflicts which may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts as soon as possible. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary, before acceptance by the owner.

Contractor shall perform the services in a good and workmanlike fashion and using the Contractor's best skill and attention.

2. CODES, PERMITS, AND LICENSES

All work shall comply with the applicable rules of the State of Tennessee and local codes and ordinances, and the terms and conditions of any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations, or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection or disposal fees or the cost of any certificate of approval. The contractor must be licensed as required by the State of Tennessee. Certificates are required to be submitted with the proposal.

3. INSPECTIONS

All material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

4. PAYMENT TO THE CONTRACTOR

Payments will be made on a monthly schedule. The contractor will be required to submit an invoice detailing all locations and corresponding quantities that month.

5. COMPLETION TIME

Contractor agrees to mobilize within 21 days after a Project Location List has been received and to commence performance of services. All work identified in this Contract by Street Name shall be completed in a timely manner within the specified time frame given by Transportation Administrator or designated representative. Delays deemed unacceptable by the City shall be grounds for termination of this Contract.

6. UNIT PRICES

The unit price for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead and incidental costs; so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as incomplete. Special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities; no extra compensation will be allowed.

7. ERROR IN BID

In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids. After bid opening, a vendor will be permitted to withdraw a bid only when there is obvious clerical error in the bid.

8. DEFAULT OF CONTRACTOR

In case of default of the Contractor, the City may procure the articles of services from other services and hold the Contractor responsible for any excess cost occasioned thereby.

9. CANCELLATION

The City has a right to cancel this Agreement on thirty (30) days written notice for failure of Contractor to properly perform the duties herein. Also, it is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, or files a bankruptcy petition, then the City may terminate this Agreement at any time.

10. SAMPLE OF MATERIALS

Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request be returned at the bidder's expense.

11. SIGNATURE ON BIDS

Each bid should give the full name and business address of the bidder. Unsigned bids will be rejected. The person signing the bid must show his title and, if requested by the City, must

furnish satisfactory proof of his or her authority to bind his or her company in contract. Bids must be written with typewriter, ink or indelible pencil; otherwise they may not be considered. Purchase order will be issued to the firm name appearing on the bid.

12. SPECIFICATIONS

It is understood that reference to available specifications shall be sufficient to make items of such specifications binding on the Contractor. The use of the name of a manufacturer, or any special brand or make, in describing an item does not restrict the bidder to that manufacturer, unless specifically stated. The articles on which proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by the vendor or returned to vendor shipping charges collect.

13. MEASUREMENT

All work specifically identified by street name in this Contract shall be paid at the unit price bid, complete and in-place. It shall include all labor, incidentals and materials as listed in the current edition of the Tennessee Department of Transportation (TDOT) "Standard Specifications for Road and Bridge Construction" and shown in TDOT Standard Drawings.

14. QUANTITIES

Quantities shown on the PROPOSAL BID TABULATION FORM are estimates and are included for bidding purposes only. Contractor shall be paid for actual quantities established by the City of Chattanooga under this contract and payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract conditions and specifications.

15. WARRANTY

State any and all warranties or guarantees that would apply to the item/product/service on which you are bidding

SPECIFICATIONS

1. SPECIFICATIONS

The contractor agrees to receive and accept the following unit prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof; in the manner and according to and in compliance with the contract documents and requirements of the City under them; also for any and all other things required by the contract documents, to wit.

Final quantities for each individual work assignment shall be checked, approved and signed by the official representative of the City. After such approval, the City shall pay or cause to be paid the contractor, in the manner provided by law, the entire sum so found to be due hereunder.

2. QUALITY ASSURANCE

- a) All procedures shall be performed in accordance with all State, Federal and local laws.
- b) Unless otherwise noted, all services shall be performed in accordance with the current edition of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction," including all revisions and special provisions.
- c) Contractor shall interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at its own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic. All traffic control will conform to the proper safety standards.
- d) Contractor shall have the appropriate licensing and certifications to perform all duties listed in this contract. **Copies of the licenses and certificates will be provided to the City by the contractor along with the proposals submitted for the bid opening.**

TECHNICAL SPECIFICATIONS

1. ROADWAY SPECIFICATIONS

Unless otherwise noted, all aspects of this project shall be constructed in accordance with, and all materials shall be in compliance with, the current edition of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction," including all revisions and special provisions. Unless otherwise noted in this Contract, all aspects of this project shall be constructed in accordance with TDOT Standard Drawings, found at the following internet link:

<https://www.tn.gov/tdot/roadway-design/standard-drawings-library.html>

2. EROSION CONTROL SPECIFICATIONS

Unless otherwise noted, all work orders containing erosion/sediment control components, water quality components, ditch linings, etc., shall be constructed in accordance with the latest edition of the Tennessee Department of Environment and Conservation Erosion and Sediment Control Handbook.

3. ASPHALT REJUVENATING AGENT

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

<u>Tests</u>	<u>Test Method</u>		<u>Requirements</u>	
	<u>ASTM</u>	<u>AASHTO</u>	<u>Min.</u>	<u>Max.</u>
<u>Tests on Emulsion:</u>				
Viscosity @ 25°C, SFS	D-244	T59	15	40
Residue, % W ¹	D-244(Mod.)	T59(Mod)	60	65
Miscibility Test ²	D-244(Mod.)	T59(Mod)	No Coagulation	
Sieve Test, %W ³	D-244(Mod.)	T59(Mod)	-	0.1
Particle Charge Test	D-244	T59		Positive
Percent Light Transmittance ⁴	GB	GB	-	30
<u>Tests on Residue from Distillation:</u>				
Flash Point, COC, °C	D92	T48	196	-
Viscosity @ 60°C, cSt	D445	-	100	200
Asphaltenes, %w	D200670	-	-	1.00
Maltene Dist. Ratio	D200670	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$				
PC/S Ratio ⁵	D200670	-	0.5	-
Saturated Hydrocarbons, S ⁵	D200670	-	21	28

¹ ASTM D244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D24460 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D200670:

PC = Polar Compounds, A₁ = First Acidaffins

A₂ = Second Acidaffins, S = Saturated Hydrocarbons

DESCRIPTION OF WORK

The work described in these specifications consists of furnishing all labor, materials, tools, incidentals, equipment and services necessary to complete all work in accordance with the Specifications using a standard of care consistent with general roadway construction and the General Conditions, Special Conditions, and Technical Specifications and other requirements contained in these Specifications. Payment for items shall be as measured and be complete and in-place including all mobilization, labor, materials and incidentals.

Work to be performed shall consist of application of Asphalt Rejuvenation Agent within the City of Chattanooga, including furnishing all material, incidentals, equipment and performing all labor necessary to complete the various tasks as authorized by the Transportation Administrator.

SCOPE OF WORK

In general, the work consists of all necessary labor, material, equipment and traffic control necessary to perform all operations for the application of a Rejuvenating Agent to the bituminous asphalt roadways. The rejuvenation of surface courses will be performed by spray application of a specialized rejuvenating agent composed of petroleum oils and resins emulsified with water. All work will be performed in accordance with these Specifications.

1. WORK TO BE COMPLETED

Refer to Appendix A for the LIST OF STREETS section of this Contract for a preliminary list of streets to be treated with rejuvenating agent; and refer to the PROPOSAL BID TABULATION FORM section for estimated quantities.

Actual lengths and widths of streets may vary with actual field applications. Total square yards include additional 10% for varying field conditions.

2. MAINTENANCE OF TRAFFIC

The maintenance of traffic for the application of the asphalt rejuvenating agent shall be included in items bid. Including uniformed police officer as required for maintenance of traffic. The contractor will notify by submission of a work zone/traffic control plan the Transportation Administrator or designee a **minimum of two (2) weeks** in advance with anticipated schedule of streets to be treated and total road closures for the notification of emergency service providers and other stakeholders.

3. BARRICADES AND WARNING SIGNALS

Where the work is located in or adjacent to any street, alley, or public place, the Contractor shall at his own expense furnish and erect such barricades, fences, and warning lights and shall provide such security guards as are required to protect persons, property and the work. Barricades shall be reflectorized so as to be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. The Contractor shall be solely responsible for all damages to the work due to failure of barricades, signs, lights, and watchmen to protect it. The Contractor's responsibility for the maintenance of barricades, signs, lights, and security guards shall not cease until the project has been finally accepted by

the City.

4. MATERIAL SPECIFICATIONS

The asphalt rejuvenating agent will be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each Contractor submitting a bid must include a statement from the manufacturer of the rejuvenating agent representing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements shown in the Technical Specifications or to an acceptable EQUAL. The City of Chattanooga will be the sole authority for determining if the rejuvenating agent proposed with the bid is acceptable.

5. MATERIAL PERFORMANCE

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with his bid documentation and test data demonstrating:

- a) The manufacturer's certification that the rejuvenating material proposed for use is in compliance with these specifications.
- b) That the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, or State Departments of Transportation.
- c) That the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and penetration numbers.
- d) That such product performance is consistent on a sufficient number of projects. Testing data shall be submitted to indicate said product performance over a testing period of three years to insure reasonable life expectancy.

6. BIDDER QUALIFICATIONS & REFERENCES

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. The bidder must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project. A project

superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent. The Bidder Qualifications & References form will be submitted with the Bid.

7. PRODUCT STANDARD AND ALTERNATES

The City will consider acceptable EQUALS that meet the Technical Specifications for asphalt rejuvenating agent described in these specifications.

Bidders must provide the following information in order for an asphalt rejuvenating product to be considered. Information must be submitted with the bid:

- a) List the proposed alternate product on the BID Form giving the product name and corresponding unit price.
- b) Furnish complete specifications and descriptive literature for the proposed alternate. Such descriptive and detailed information shall be complete and at least equal in detail to these specifications. A one-gallon sample of the alternate product must be available upon request by the City.
- c) Submit a list of five projects where the proposed alternate asphalt rejuvenator has been used. List: project, agency, location, dates, contact name, address and phone number.
- d) Submit list of test areas in service for a minimum of 5 years demonstrating the proposed alternate's effectiveness.
- e) Submit a current Material Safety Data Sheet for the alternate materials.

For the proposed alternate to be considered, the Bidder must clearly describe or indicate the Equality of the product, and all exceptions or differences to the Technical Specifications. If requested by the City, the Bidder must provide a complete demonstration project on a City street selected by the City. Alternate rejuvenation products will not be considered if insufficient information is provided, or the demonstration of the product as requested is not performed.

8. APPLICATION TEMPERATURE/WEATHER LIMITATIONS

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40°F.

9. HANDLING OF ASPHALT REJUVENATING AGENT

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader.

The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

POLLUTION PREVENTION PLAN

The contractor shall provide the City with a pollution prevention spill plan prior to beginning application of the asphalt rejuvenating agent.

10.RESIDENT NOTIFICATION

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

11.APPLICATING EQUIPMENT

The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying slag screenings, or other aggregate approved by the Engineer, shall be equipped with a spreader that allows the slag screenings to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of slag screenings per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the slag screenings onto driveways or tree lawns.

The slag screenings to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet slag screenings shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

12.APPLICATION OF REJUVENATING AGENT

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The

emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both applications passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated, a light coating of dry slag screenings, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The slag screenings shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

13. STREET SWEEPING

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All slag screenings used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional slag screenings is required said material shall be

applied by the contractor. Said slag screenings shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of slag screenings.

14. TRAFFIC CONTROL

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

15. METHOD OF MEASUREMENT

Asphalt rejuvenating agent will be measured by the square yard applied as provided for in the Contract Documents.

Instructions To Bidders

- (1) Request for Bid documents can be downloaded from the City of Chattanooga's website by using the following link
<http://www.chattanooga.gov/newpurchasing/procurement-opportunities>. This page will provide a list of current Request for Bids with links that will display a PDF version of the documents suitable for printing.
- (2) All Addenda will be posted and attached to the Request for Bid file. Vendors should check this list before submitting their bids, to see if any Addenda have been posted.
- (3) Bids should be submitted by November 12, 2020/2:00 PM to the Purchasing Office at the following address:

Purchasing Department
City Of Chattanooga
101 East 11th Street, Suite G 13
Chattanooga, TN 37402
Phone: 423-643-7230
Attn: Dedra Partridge

- (4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a 3, along with the bid opening date.
- (5) Any questions regarding the specifications or bidding process should be directed to the Buyer, Dedra Partridge at the following email address:

dpartridge@chattanooga.gov

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum and post it to the website, so that all potential vendors will have access to the answers.

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For more information, please contact the State of Tennessee, Central Procurement Office
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification ID—disregarded entity, C—corporation, P—partnership ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



City of Chattanooga Supplier Information Form

Business Name: _____

PO Address: _____

Remittance Address: _____

If your business Tax Filing Status is Individual/Sole Proprietor or a Partnership and you provide a service to the City of Chattanooga, you will be issued a 1099 Form for the preceding Tax year. Please indicate which address you wish your document sent to if applicable:

1099 Address: _____

Contact Name: _____

Primary Phone Number: _____

Primary Fax Number: _____

Primary Email: _____

Are you Providing (Check All That Apply)

Service	<input type="checkbox"/>	Construction	<input type="checkbox"/>
Goods	<input type="checkbox"/>		
Both	<input type="checkbox"/>		

Vendor Type (Must be Marked-Check All That Apply)

MBE-Minority Business Enterprise	<input type="checkbox"/>
WBE-Woman Business Enterprise	<input type="checkbox"/>
SDVBE-Service Disabled Vet Business Enterprise	<input type="checkbox"/>
LGBTE-LGBT Business Enterprise	<input type="checkbox"/>
None of the Above	<input type="checkbox"/>

Preferred Payment Method

Check	<input type="checkbox"/>
ACH	<input type="checkbox"/>

ACH-Please provide remittance notice email and complete Separate City ACH Authorization Form:

Authorized Representative Signature

Print Name

Date

All Suppliers are required to include IRS Form W9

No Contact/No Advocacy Statement

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation
response to Solicitation # _____;

(2) _____ (agent name) swears or affirms that the Submitter
has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

Title: _____

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
 6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)