

ROANE COUNTY PURCHASING
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763
PHONE 865-376-4317 ▪ FAX 865-376-4318

ADVERTISEMENT FOR BIDS

Sealed bids are invited for Sealing & Striping the Roane County Courthouse Parking Lot.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976, as currently amended if bid price exceeds \$25,000.

If bidding over \$25,000 a 5% bid bond is required.

Performance and payment bonds for the full cost of the project may be required for bids over \$25,000.

Project: Sealing & Striping Parking Lot
Roane County Courthouse
Kingston, Tennessee 37763

Bids Received By: Lynn Farnham, Purchasing Agent
Roane County Courthouse
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Bids Received Until: 2:00 p.m. (EDT) on Tuesday, June 28, 2016

Specifications: May be obtained in the Roane County Purchasing Department or electronically by contacting the Purchasing Department at 865-376-4317 or going to the County's website www.roanecountytn.gov.

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

Bid Number: 2016-26-171
SEALING & STRIPING ROANE COUNTY COURTHOUSE

Open Date & Time: June 28, 2016 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPB
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.
5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Roane County Business License is required if a contractor is doing more than \$50,000 in business in the county.
3. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**2016-26-171 – SEALING & STRIPING COURTHOUSE PARKING LOT
VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2016-26-171 – SEALING & STRIPING COURTHOUSE PARKING LOT
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned
 Caucasian Owned
 Native American Owned
 Other Owned

Asian Owned
 Hispanic Owned
 Woman Owned

Signature

Title

**2016-26-171 – SEALING & STRIPING COURTHOUSE PARKING LOT
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires _____.

**2016-26-171 – SEALING & STRIPING COURTHOUSE PARKING LOT
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that "no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent".

Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

AFFIANT

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**2016-26-171 – SEALING & STRIPING COURTHOUSE PARKING LOT
INVITATION TO BID
SPECIFICATIONS**

Roane County is inviting bids to Seal & Stripe the Roane County Courthouse Parking Lot, as per the enclosed specifications.

Vendors are to provide one original and one copy of the bid being submitted. Any costs associated with the preparation or delivery of the bid is at the Vendor's cost with no cost to Roane County.

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

CONTRACT

The attached contract, Roane County's Purchase Order, and the Terms & Conditions and the Specifications of this Invitation to Bid will serve as the construction contract.

QUESTIONS & ADDENDA

Pursuant to TCA §12-4-126, questions received after 2:00 p.m. on Wednesday, June 22, 2016 will not be answered. Addenda will not be issued after 2:00 p.m. on Friday, June 24, 2016.

SCOPE OF WORK

Provide Labor, Equipment and Material to:

Patch, Repair, Sealcoat and Restripe all asphalt paving at the

Roane County Courthouse

Kingston, TN 37763

Work to include but not limited to:

Patch and repair as specified in Section 32 01 17.

Prepare and sealcoat as specified in Section 32 01 19.

Provide and install pavement markings as specified Section 31 17 23. Note asphalt is to be restriped in its current layout.

Special Conditions

1. Coordinate a preconstruction meeting with the Roane County Purchasing Department prior to commencing the work.
2. Coordinate working times with the Roane County Purchasing & Maintenance Departments. Contractor should have equipment and manpower to complete the job beginning on a Friday afternoon and be ending on Sunday night.
3. The owner will be responsible for making sure there are no vehicles remaining in parking lot on Friday afternoon.
4. The contractor to have an employee present at all times that is familiar with these conditions and has the authority to respond to any owner concerns.
5. All equipment is to be in safe and workable condition and operated in compliance with all state and federal regulations.
6. Provide a safe, clear, unencumbered and clearly identified pathway to Courthouse main entrance at all times.
7. Remove and dispose of all construction debris and containers at the end of each day.
8. Repair or replace any damages by the contractor to walls, roofs, windows, doors, sidewalks, pavement, lawns, landscaping or vehicles.
9. Surfaces to receive coatings are to be cleaned, prepared and caulked as recommended by the manufacturer.
10. Finishes are to be applied strictly as recommended by the manufacturer.
11. Provide a small test sample in each area or item being refinished.
12. Provide the owner with a minimum ½ gallon, including the mix formula, of each material used in the project.
13. Bidders are responsible for measurements of the parking lot.

Bid #2016-26/171
BID FORM

BID RECIPIENT

1. This Bid is submitted to:
Bid for Sealing & Striping Courthouse Parking Lot
Roane County Purchasing
200 East Race Street, Suite #3
Kingston, Tennessee 37763
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other Terms & Conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

1. The bidder accepts all of the Terms & Conditions of the Invitation to Bid, including and without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon written request of the Owner.
2. The Bidder examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the Addenda issued and has acknowledged the receipt of same.
3. The Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
5. The Bidder is aware of the general nature of the work to be performed in this project.
6. The Bidder has submitted written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovered in the Bidding Documents, and the written resolution thereof by the engineer or owner is acceptable to the Bidder.
7. The Bidding Documents are generally sufficient to indicate and convey understanding of all Terms & Conditions for the performance of the Work for which this Bid is submitted.

BASIS OF BID

1. The Bidder will complete the Work in accordance with the Contract Documents for the prices as shown in this submission.

TIME OF COMPLETION

1. Begin on Friday afternoon and finish on Sunday night. Dates to be determined.

BID

This Bid is submitted by:

Company Name _____

Company Address _____

Email Address _____

Telephone Number _____

LUMP SUM BID PRICE \$ _____

Roane County may need additional sealing and striping done in other county facilities. Please add a unit pricing using the same bid specification as follows:

UNIT PRICE PER SQUARE YARD FOR A MINIMUM OF 100 SQUARE YARDS \$ _____

SIGNED BY _____

BID ENVELOPE COVER SHEET

Bid #2016-26/171

Project: **SEALING & STRIPING ROANE COUNTY COURTHOUSE PARKING LOT**

**ROANE COUNTY COURTHOUSE
200 EAST RACE STREET
KINGSTON, TN 37763**

Bid Date & Time: **Tuesday, June 28, 2016
2:00 p.m. (Eastern Time Zone)**

Bids must be delivered prior to the aforementioned date and time to:

Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

TN License Number: _____	Limit: _____
Expiration Date: _____	Classification: _____



ROANE COUNTY GOVERNMENT CONSTRUCTION CONTRACT INDEPENDENT CONTRACTOR

This AGREEMENT is made between Roane County Government, a political subdivision of the State of Tennessee, herein "ENTITY" and _____ herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: The ENTITY hereby employs the CONTRACTOR as an independent contractor to complete and perform the following project and work:
2. TIME OF PERFORMANCE AND TERMINATION: The PARTIES agree that:
 - a. The CONTRACTOR shall commence work on the project by:
 - b. The CONTRACTOR shall have the project complete by:
3. COMPENSATION: The ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ _____ payable upon completion of the project and acceptance by the ENTITY.
4. INDEPENDENT CONTRACTOR: The PARTIES agree that the CONTRACTOR is an independent contractor of the ENTITY and in no way an employee or agent of the ENTITY and is not entitled to workers compensation or any benefit of employment of the ENTITY. The ENTITY shall have no control over the performance of this agreement by the CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The ENTITY shall have no responsibility for security or protection of the CONTRACTOR'S supplies or equipment. The CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.
5. WARRANTY: The CONTRACTOR warrants that all materials and goods supplied under this agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. The CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** The CONTRACTOR agrees to indemnify, defend and hold harmless the ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the CONTRACTOR, the CONTRACTOR'S agents, employees or representatives under this agreement.
7. **INSURANCE:** The CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy, which shall name and protect the CONTRACTOR, all CONTRACTOR'S employees, the ENTITY, and its officers, agents and employees, from and against all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. The CONTRACTOR shall provide proof of liability coverage as set forth above to the ENTITY prior to commencing its performance as herein provided, and require insurer to notify the ENTITY ten (10) days prior to cancellation of said policy.
8. **WORKER'S COMPENSATION:** The CONTRACTOR shall maintain in full force and effect worker's compensation insurance for the CONTRACTOR, any agents, employees and staff that the CONTRACTOR may employ as is required by law, and provide proof to the ENTITY of such coverage or that such worker's compensation is not required under the circumstances.
9. **COMPLIANCE WITH LAWS:** The CONTRACTOR agrees to comply with all federal, state and local laws, rules and regulations. Any claim, breach or dispute arising under this contract shall be heard in the courts of Roane County, Tennessee.
10. **ENTIRE AGREEMENT:** This document and the Invitation to Bid or Request for Proposal documents comprise the entire agreement and can only be modified or amended in writing by the PARTIES.
11. **PERFORMANCE & PAYMENT BONDS:** The CONTRACTOR (if bonding is required) is required to provide a performance and payment bond in the amount of the project cost prior to beginning work.

ENTITY:

Roane County Government

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

CONTRACTOR:

COMPANY NAME

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

ROANE COUNTY GOVERNMENT
 200 East Race Street • Suite #3 • Kingston, Tennessee 37763
 Phone 865-376-4317 • Fax 865-376-4318

SECTION 32 01 19

ASPHALT EMULSION SEAL COAT

PART 1 - GENERAL

1.01 SUMMARY

- A. Includes But Not Limited To:
 1. Furnish and install emulsion sealer on existing asphaltic concrete paving as described in Contract Documents.

1.02 REFERENCE

- A. American Society For Testing And Materials:
 1. ASTM D 977-03, "Standard Specification for Emulsion Asphalt."
 2. ASTM D 2397-02, "Standard Specification for Cationic Emulsified Asphalt."

1.03 SUBMITTALS

- A. Product Date: Provide Manufacturer's literature and installation instructions.
- B. Quality Assurance/Control:
 1. Provide following information on at least five projects of similar size in area of the Project where sealer has been applied in the last 5 years.
 - a. Project names and addresses.
 - b. Date of installation.
 - c. Name of maintenance supervisor or owner.

1.04 PROJECT CONDITIONS

- A. Project Environment Requirements:
 1. Apply sealer at ambient temperatures between 50 and 80 deg F.
 2. Do not apply sealer over wet pavement or when precipitation is imminent.

1.05 SEQUENCING

- A. Do not apply sealer over newly laid asphalt paving. Apply only on asphalt paving that has cured for 6 months minimum.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Sealer
 1. Asphalt Emulsion: Meet requirements of ASTM D 977, Grade SS-1h or ASTM D 2397, Grade CSS-1h.
 2. Weight per Gallon Liter: 10 lbs One kg minimum.
 3. Residual Asphalt: 20 percent minimum by weight.
 4. Mineral inert Fillers: 35 percent maximum by weight.
 5. Water: 40 percent maximum by weight.
 6. Latex Additive: Add at plant a rate of 2.0 parts latex to 100 parts asphalt emulsion.

SECTION 32 17 23 PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Paints for Pavement striping.
- B. Words and other markings in paint or plastic film.
- C. One or two-way prismatic reflectors for Pavement marking.

1.2 REFERENCES

- A. AASHTO M 237: Standard Specification and Recommended Practice for Epoxy Resin Adhesive for Bonding Traffic Markers to Hardened Concrete.
- B. AASHTO M 247: Standard Specification for Glass Beads Used in Traffic Paint.
- C. AASHTO M 248: Standard Specification for Ready-Mixed White and Yellow Traffic Paints.
- D. AASHTO M 249: Standard Specification for White and Yellow Reflective Thermoplastic Striping Material (Solid Form).
- E. ASTM D 638: Standard Test Method for Tensile Properties of Plastics.
- F. ASTM E 303: Standard Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- G. FS L-S-300: Sheeting and Tape, Reflective: Nonexposed Lens.
- H. Federal Standard 141: Paint, Varnish, Lacquer and Related Materials, Methods of Inspection, Sampling, and Testing.
- I. Federal Standard 370: Instrumental Photometric Measurements of Retroflective Materials and Retroreflective Devices.
- J. MUTCD: Manual on Uniform Traffic Control Devices for Streets and Highways.

1.3 SUBMITTALS

- A. Specifications of primer to be used for tape applications.
- B. Manufacturer's affidavit certifying paint products meet or exceed material requirements of this section.
- C. Sample of prismatic reflector to be used along with manufacturer's statement of the reflector's minimum reflective area and specific intensity at the 0.2 degree observation angle.
- D. Manufacturer's recommendation for type of epoxy to be used when installing prismatic reflectors and markers.
- E. Samples of each thermoplastic or preformed plastic Pavement markings along with a statement of how the materials will be applied.

PART 2 PRODUCTS

2.1 ALKYD RESIN PAINT

A. White or yellow Type F (Fast dry) ready-mixed, AASHTO M 248.

2.2 THERMOPLASTIC PAINT

A. White or yellow, AASHTO M 249.

2.3 GLASS BEADS

A. Type 1, AASHTO M 247.

2.4 REFLECTIVE TAPE

A. Type II white or yellow with a Class 1 (pressure-sensitive) adhesive, FS L-S-300.

2.5 PREFORMED PLASTIC FILM MATERIALS

A. Film: A retroflective pliant polymer with white or yellow pigments selected and blended to conform to standard highway colors throughout the expected life of the film and glass beads distributed throughout its base cross-sectional area, with a reflective layer of beads bonded to the top surface and composed of the following materials.

<u>Materials</u>	<u>Minimum Percent By Weight</u>
Resing and Plasticizers	20
Pigments and Extenders	30
Graded Glass Beads	33

1. Type 1: Subjected to high traffic volume and severe wear conditions such as repeated shear action from crossover, encroachment on edge and channelization lines, and stop, start, or turn movements.
 - a. Class 1: Without precoated adhesive, for application with epoxy cement.
 - b. Class 2: With precoated pressure sensitive adhesive.
 2. Type 2: Subjected to lower traffic volumes and less severe wear action such as most highway edge lines, markings on rural highways, lane lines in well-channelized areas and transverse and word/symbols subjected primarily to free rolling traffic.
 - a. Class 1: Without precoated adhesive, for application with epoxy cement.
 - b. Class 2: With precoated pressure sensitive adhesive
- B. Tensile Strength: Sample 6 x 1 x 0.06 inches at a temperature between 70 deg. F. and 80 deg. F. using a jaw speed of 10 inches to 12 inches per minute tested per ASTM D 638 requirements.
1. Type 1: 150 pounds per square inch of cross-section.
 2. Type 2: 40 pounds per square inch of cross-section.

- C. Elongation: 75 percent minimum at break when tested per ASTM D 638 requirements using a Sample 6 x 1 x 0.06 inches at a jaw speed of 10 inches to 12 inches per minute.
- D. Skid Resistance: Initial minimum skid resistance values are 35 BPN as measured by the British Portable Skid Test, ASTM E 303 requirements.
- E. Reflectance: Minimum reflectance values at 0.2 degrees and 0.5 degrees observation angles and 86.0 degrees entrance angle as measured per the testing procedures of Federal Standard 370.

Film Type	Observation Angles			
	White		Yellow	
	0.2°	0.5°	0.2°	0.5°
Type 1: SL (mcd/sf/fc)	550	380	410	250
Type 2: SL (mcd/sf/fc)	960	760	680	510

1. The photometric quantity is measured in specific luminance (SL), and expressed as millicandelas per square foot per footcandle (mcd/sf/fc).
 2. Use a test distance 50 feet and a Sample size of 2. x 2.5 feet.
 3. Use an angular aperture of both the photoreceptor and light projector of 6 minutes of arc.
 4. The reference center is the geometric center of the Sample, and the reference axis is taken perpendicular to the test Sample.
- F. Film Reflectivity Retention: Not more than 15 percent of the beads lost due to popout and the predominate mode of Failure is "wear down" of the beads, when subjected to 200 cycles of a Taber Abraser Simulation test using an H-18 wheel and 125 gram load.
- G. Thickness: 0.06 inch without adhesive.
- H. Effective Performance Life: The film, when applied according to the recommendations of the manufacturer, will provide a neat, durable marking that will not flow or distort due to temperature if the Pavement surface remains stable. Although reflectivity is apply wear, the pliant polymer will provide a cushioned, resilient substrate that reduces bead crushing and loss. Use a film that shows no appreciable fading, lifting, or shrinkage throughout the useful life of the marking, and shows no significant tearing, roll back, or other signs of poor adhesion.
- I. Abrasion Resistance: Use a material that when tested will not wear through to the conformable backing surface in less than 5,000 cycles when tested per Federal Standard 141, Method 6192, using a CS-17 wheel and a 1,000 gram load.
- J. Acid Resistance: Use a material that will show resistance to etching, hazing, or delamination of bead surface after exposure to a 1 percent solution of sulfuric acid.

2.6 PRISMATIC REFLECTORS

- A. Unless indicated otherwise, provide single lens snowplow resistant reflectors of the color indicated.
1. With a cast iron housing and acrylic prismatic reflector.
 2. With an overall size not less than 9 inches long, 5 inches wide, and 1-3/4 inch thick with a 7/16 inch maximum projection above the roadway.
 3. With a minimum reflective area of 1.6 square inches per face.
- B. Reflector Specific Intensity:

Color	Intensity at 0.2 Degree Observation Angle	
	0 Degree Entrance Angle	20 Degree Entrance Angle
White	3.	1.2
Yellow	1.8	0.72

2.7 EPOXY ADHESIVE

- A. Epoxy, AASHTO M 237 requirements and as recommended by the manufacturer of the reflector. Provide a minimum adhesion value of 1.1 pounds per inch width.

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Use equipment manufactured for Pavement marking. Use workers experienced in operating such equipment.
- B. Use equipment capable of applying a strip, or strips with a width tolerance of plus or minus 1/4 inch. Equip the machine with an automatic skip control giving a 10 feet long marked segment and a 30 feet long gap within a linear tolerance of 6 inches over that cycle.
- C. If applying glass beads, locate bead applicator directly behind and synchronized with marking applicator.
- D. For thermoplastic paint materials, use equipment that is designed to agitate the paint to prevent scorching, discoloration, or excessive high temperatures.

3.2 PREPARATION

- A. Broom or flush the surface to remove dirt, loose stones, or other foreign material immediately prior to applying.
- B. Prior to applying, mark roadway between control points established by ENGINEER. ENGINEER will establish points on tangent at least every 100 feet and at 25 feet long intervals on curves. Maintain the line within 1 inch of the established control points. ENGINEER may also designate other Pavement striping locations such as stop bars, crosswalks, zebra striping, etc.
- C. Markings that adhere to asphalt concrete or Portland cement concrete by

either a pressure sensitive precoated adhesive or an epoxy cement shall mold to the Pavement contours by traffic action at normal Pavement temperatures and shall be ready for traffic immediately after application.

- D. Begin Pavement painting and marking operations not later than 24 hours after receipt of written order by ENGINEER.
- E. Apply striping and markings per MUTCD requirements.
- F. Apply all materials in accordance with manufacturer's and ENGINEER's directions.

3.3 APPLICATION

- A. Apply Pavement paintings and markings only when Pavement surface is dry and air temperature is above 40 deg. F. during daylight hours.
- B. Do not apply paints and markings when rain is anticipated within 12 hours.

3.4 ALKYD RESIN PAINT STRIPING

- A. Adjust Pavement striping machine to apply paint at rate recommended by paint manufacturer.
- B. Glass Bead Application Rate: 5.9 to 6.1 pounds per gallon of paint.
- C. Protect the markings until dry by placing approved guarding or warning device wherever necessary. Remove any markings not authorized or smeared or otherwise damaged, or correct as approved by ENGINEER.

3.5 THERMOPLASTIC PAINT STRIPING

- A. Clean off dirt, glaze, and grease before prestriping.
- B. Prestripe the application area with a binder material that will form, when sprayed, a continuous film over the Pavement surface, and will dry rapidly and mechanically adhere to the Pavement surface. Install the material in varying widths if indicated.
- C. Extrude the thermoplastic material at a temperature of 412 plus or minus 12 deg. F. from approved equipment to produce a line 1/8 inch to 3/16 inch thick, continuous and uniform in shape, and have clean and sharp dimensions.
- D. Do not use material which produce fumes that are toxic, obnoxious, or injurious to persons or property.
- E. Apply so that finished lines have well-defined edges free of waviness.
- F. Glass Beads Application Rate: 6 pounds of glass beads to every 100 square feet of marking.

3.6 TAPE STRIPING

- A. Apply Pavement marking tape as indicated or directed. ENGINEER will establish control points.
- B. Apply the tape only on surfaces that are dry and free of oils, grease, dust and dirt, and primed at the rate of approximately 1 quart per 60 feet with an approved primer material.
- C. Maintain the line on established control points. Apply intermittent Pavement marking tape 24 inches long, spaced approximately 100 feet on tangents, and approximately 25 feet on curves unless otherwise

directed. The ENGINEER will designate other Pavement striping locations such as stop bars, crosswalks, zebra striping, etc.

- D. Press down the tape immediately after application until it adheres and conforms to the surface of the Pavement.
- E. Completely remove all tape on sections where tape conflicts with revised traffic lanes prior to opening new lanes to traffic.

3.7 PAVEMENT MARKING FILMS

- A. Use Pavement marking films that are capable of being applied to new, dense, and open-graded asphalt concrete wearing courses during the paving operation in accordance manufacturer's instructions, and that are capable of conforming to Pavement contours through the action of traffic at normal Pavement temperatures.
- B. Use a Pavement marking film that is capable of use for patching worn areas of the same type film.
- C. Apply before traffic is allowed on the freshly paved surface.
- D. Unless indicated otherwise, provide Type C, Class II, polymer film markings in specified widths and shapes. Provide and layout words and marking symbol configurations per MUTCD requirements and as indicated.
- E. When indicated, inlay the markings in fresh asphalt surface by a compaction roller during the paving operation.
- F. Apply all markings in accordance with manufacturer's recommendations.

3.8 PRISMATIC REFLECTOR INSTALLATION

- A. Install reflectors by cutting Pavement and partially filling cut area with epoxy adhesive. Place reflector housing in the adhesive and apply pressure to properly seat. Allow epoxy to completely set before allowing traffic on markers.
- B. Install marker so that housing edges are flush with Pavement and so that the angle formed by the longitudinal axis of the marker and the adjacent Pavement stripe does not exceed 5 degrees.

3.9 WORDS AND OTHER MARKINGS

- A. Wet sandblast existing or temporary Pavement markings that may be confusing. Removal of markings by high-pressure water may be used if approved by ENGINEER.
- B. Apply word markings, letters, numerals and symbols with indicated stencils and templates. In the absence of such information all stencils and templates shall be identical to those currently used by OWNER.

3.10 **TEMPORARY PAVEMENT MARKINGS**

- A. Renew when stripes and markings have lost 50 percent of their original visual effectiveness.

END OF SECTION

SECTION 32 01 17 PAVEMENT CRACK SEAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Filling and sealing cracks in asphalt concrete Pavements.

1.2 REFERENCES

- A. ASTM D 36: Standard Test Method for Softening Point of Bitumen (Ring-and Ball Apparatus)
- B. ASTM D 977: Standard Specification for Emulsified Asphalt.
- C. ASTM D 1190: Standard Specification for Concrete Joint Sealer, Hot-Poured Elastic Type.
- D. ASTM D 2397: Standard Specification for Cationic Emulsified Asphalt.
- E. ASTM D 3381: Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
- F. ASTM D 3405: Standard Specification for Joint Sealants, Hot-Poured, For Concrete and Asphalt Pavements.
- G. ASTM D 5078: Standard Specification for Crack Filler for Asphalt Concrete and Portland Cement Concrete Pavements.
- H. ASTM D 5329: Standard Test Methods for Sealants and Fillers, Hot-Applied for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.

1.3 DEFINITIONS

- A. Crack Filling: The placement of materials into cracks to substantially reduce infiltration of water and to reinforce the adjacent Pavement. The crack receives no special preparation other than cleaning.
- B. Crack Sealing: The placement of specialized materials in cracks or above to prevent the intrusion of incompressibles and water into the crack. The crack receives unique crack configuration preparation.
- C. Pothole: Loss of surface material in a Pavement to the extent that a patch is necessary to restore Pavement ride quality.

1.4 SUBMITTALS

- A. Product Data sheets.

1.5 QUALITY ASSURANCE

- A. Do not use crack repair product that has been over-heated, suffered prolonged heating or which ravel or can be pulled out by hand after placement.
- B. Do not mix different manufacturer's brands or different types of crack repair material.

- C. Do not depress crack repair product temperature at the wand tip below the manufacturer's recommended application temperature when loading product into product tank.
- D. Rework Defective Work.

1.6 NOTICE

- A. Send written notice to residents and businesses within affected area at least 3 days before application of new Crack Filling or Crack Sealing material.
- B. Indicate application time and when pavement surface can be used.
- C. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- D. Should work not occur on the specified day, send a new notice.

1.7 ACCEPTANCE

- A. Visually inspect areas for adhesion Failure, damage to crack repair product, missed cracks, foreign objects in the product, or other problems that indicate the Work is not acceptable.

PART 2 PRODUCTS

2.1 FILLER AND SEALER MATERIAL

- A. Crack treatment materials as follows.

Table 1 – Thermoplastic Filler and Sealer Materials		
Material Type	ASTM	Application
Hot-applied Thermoplastic Materials		
Asphalt Rubber	D 5078	Sealing (possibly filling)
Rubberized Asphalt	D 1190 D 3405	Sealing
Low Modulus Rubberized Asphalt	(a)	Sealing
Asphalt Cement	D 3381	Filling
Mineral-filled Asphalt Cement	D 3381 (b)	Filling
Fiberized Asphalt Cement	D 3381 (b)	Filling
Chemically Cured Thermosetting Materials		
Silicone	(c)	Sealing
Cold Applied Thermoplastic Materials		
Asphalt Emulsion	D 977 D 2397	Filling
Polymer-modified liquid asphalt	D 977 D 2397	Filling (possibly sealing)

NOTES

- (a) ASTM D 3405 or ASTM D 5078 except as follows.
- Softening point, 85 deg. C. minimum, ASTM D 36.
 - Resilience, 30 percent recovery minimum at 25 deg. C plus or minus 1 deg. C, ASTM D 5329.
- (b) Additives such as mineral fillers and fibers provide minimal elasticity to asphalt and do not significantly affect temperature susceptibility.
- (c) Manufacturer's recommended specification.

- B. Selection of Sealer: Hot applied asphalt rubber or hot applied rubberized asphalt, unless specified otherwise.
- C. Selection of Filler: Asphalt emulsion, unless specified otherwise.

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Sealant Heating Equipment: Indirect heating using double boiler or circulating hot oil heat transfer for heating the product. Do not use direct heat transfer units (tar pots). Unit must have means of constant agitation.
- B. Hot Compressed Air Lance: Provide clean, oil-free compressed air at a volume of 100 cubic feet per minute at a pressure of 120 pounds per square inch at the lance tip.

3.2 PREPARATION

- A. Allow at least one week for repaired cracks to cure and harden before placing thin overlays.
- B. Repair Potholes full depth.

3.3 CRACK FILLING AND SEALING

- A. Blow cracks clean. Remove foreign matter, loosened particles, and weeds.
- B. Use a hot air lance when surfaces are wet or when air temperature is less than 40 deg. F. Do not burn the surrounding Pavement. Fill cracks immediately after heating with the air lance or reheat.
- C. Fill each crack to within 1/4 inch of the existing surface.
- D. If a thin Pavement (chip seal, slurry seal, micro-surface) is to be applied, remove crack overfill by squeegee.

3.4 PROTECTION

- A. Place sand on surface of crack repair product if traffic or construction activities are likely to cause pull out. Replace pulled out product at no additional cost to the OWNER.
- B. Repair vehicles or other property damaged by crack repair operation.

END OF SECTION

