

# BID SOLICITATION



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

## BID OPENING DATE AND TIME:

06-APR-17 at 2:00 PM

**BID NUMBER: 304637**

## 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.

## BUYER:

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 150932                      Ordering Dept.: Waste Resources                      Buyer: Geoffrey Hipp 423-643-7233                      *****</p> <p><b>DESCRIPTION:</b>                      This shall be a twelve (12) month blanket contract for New &amp; Replacement Paving and Concrete for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.                      *****</p> <p><b>ATTACHMENTS:</b>                      - Specifications                      - Insurance Requirements                      - Iran Divestment Act                      - Affirmative Action Plan                      - Standard Terms and Conditions:                      (<a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a>)                      *****</p> <p>*** BIDS MUST BE RECEIVED NO LATER THAN ***                      ***** 2:00 PM ON APRIL 6, 2017 *****                      *****</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING                      BID NUMBER (304637) ON OUTSIDE PACKAGING                      *</p> <p>ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED.                      *****</p> <p><b>NOTE:</b> 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.</p> <p>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.</p> <p>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.                      *****</p> <p><b>PRICE ESCALATION CLAUSE:</b>                      All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.                      *****</p> <p><b>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</b></p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>E-Mail Address _____</p>					

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**VENDOR** RFQ

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06-APR-17 at 2:00 PM

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**BUYER:**

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
**L**  
**T**  
**O**

Item	Class-Item	Quantity	Unit	Unit Price	Total
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business ____ Small Business ____ Veteran ____					
Minority Woman Owned Business ____ Disabled Veteran ____					
Women-Owned Business ____					

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.**

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Asphalt Patching 2.5" of binder with 1.5" of Topping	1	Square Foot	_____	_____
2	Asphalt Patching 4" to 7" Deep	1	Square Foot	_____	_____
3	Asphalt Overlay Paving (Excludes Milling)	1	Square Foot	_____	_____
4	Asphalt Overlay Paving - (Includes Milling and Paving)	1	Square Foot	_____	_____
5	Saw Cutting	1	Linear Foot	_____	_____
6	Pea Gravel Concrete Replacement, Excavate 8" of depth, 8" Pea Gravel Concrete	1	Square Foot	_____	_____
7	Installation of Handicap ramps	1	Each	_____	_____
8	Concrete Road Restoration	1	Square Foot	_____	_____
9	Asphalt Machine Curb (Extruded)	1	Linear Foot	_____	_____
10	Concrete Sidewalk - Finished	1	Square Foot	_____	_____

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SIGNATURE: \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Drop Curb, Per City Specs, For Type A Commercial Drop, replace with 6" concrete slab (with Fiber), minimum 4"	1	Linear Foot	_____	_____
12	Concrete Curb & Gutter Replacement - Per City Spec	1	Linear Foot	_____	_____
13	Brick Paver Replacement	1	Square Foot	_____	_____
14	Flowable Fill in Place	1	Cubic Yard	_____	_____
15	Seal Coat over Asphalt	1	Square Foot	_____	_____
16	Silt Soxx or Inlet Protection	1	Linear Foot	_____	_____
17	Top Soil, Delivery and installation	1	Cubic Yard	_____	_____
18	Grass Seed, Installed	1	Pound	_____	_____
19	Wheat Straw Bale, Installed over seed	1	Each	_____	_____
20	Sod, Bermuda or Fescue, includes installation	1	Square Foot	_____	_____

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COMPANY: \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
21	After Hours Support	1	Hour	_____	_____
22	Miscellaneous	1	Each	_____	_____
23	Disposal of Waste Soil	1	Cubic Yard	_____	_____

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TELEPHONE NUMBER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

**SPECIFICATIONS  
FOR  
BLANKET CONTRACT  
TO SUPPLY  
NEW AND REPLACEMENT PAVING & CONCRETE  
FOR THE WASTE RESOURCES DIVISION- INTERCEPTOR SEWER SYSTEM (ISS)  
CITY OF CHATTANOOGA, TENNESSEE  
(March 2017)**

**1.0    GENERAL**

**1.1    SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for all labor, benefits, and any other related expenses necessary to provide the work for replacing existing pavement and sidewalks in paved streets, driveways, and parking areas where such curbing, sidewalks, and pavement has been removed for constructing sewers, manholes, water pipelines, fire hydrants, and all other water and sewer appurtenances and structures. It shall also include temporary paving, and new sidewalks and pavements where applicable for WASTE RESOURCES DIVISION projects including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405; the pump stations, and throughout the Interceptor Sewer System.

The purpose of this contract is for smaller roadway repairs therefore mobilization, traffic control and other incidental fees shall be incorporated into the cost of the bid items.

Any questions or comments related to the services described in these Specifications may be directed to the Collection System Engineer at Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 (423) 643-7489.

**1.2    BASIS OF BIDDING**

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the cost per hour for labor and percent markup on materials and specialized equipment that may be required by the Vendor.

The unit costs in the bid schedule shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

Cost of these services shall be subject to all of the requirements of the Specifications.

The bid shall be awarded on the basis of the unit cost to provide the new and replacement paving and concrete services for the Waste Resources Division - ISS as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

***The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the city.***

### **1.3 SUBMITTALS**

#### **1.3.1 Bid Bond**

Not Required

#### **1.3.2 Performance Bond**

Not Required

#### **1.3.3 References**

The Vendor shall submit a list of three (3) customers for whom the Vendor has provided the new and replacement paving and concrete services during the past three- (3) years and provided labor to perform similar services.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

#### **1.3.4 Experience**

The Vendor shall have a minimum of 10 years' experience as a lead operator or foreman on new and replacement paving and concrete projects such as open cut repair and replacement, service lateral connections, trunk line interceptor large open cuts, easements, and other similar structures located in wastewater collection and treatment systems. This experience shall include the use of all type of excavating, paving, and concrete forming equipment.

The materials to be installed, repaired, or replaced include all types of asphaltic bituminous binders and surfacing, binder and tack coatings, road base aggregates, manhole frames and covers, inlets, and catch basins, lane marking paint, topsoil, and miscellaneous.

The Vendor shall be experienced in working in roadway traffic and shall be thoroughly familiar with the TDOT traffic control rules, regulations, and use of the required associated equipment.

### **1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

### **1.5 LENGTH OF CONTRACT**

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide

firm unit pricing for the first year of the Contract.

Upon agreement of both parties, the City shall have the option of extending the Contract for two (2) additional one (1) year periods at the Vendor's unit pricing.

## **1.6 WARRANTY**

The Vendor shall warrant and guarantee the work performed for a period of one (1) year from the date of final acceptance by the City. The work shall be guaranteed and warranted against defective workmanship and materials.

## **2.0 SERVICES AND OTHER REQUIREMENTS**

### **2.1 GENERAL**

#### **2.1.1 *Sole Vendor***

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

#### **2.1.2 *Compliance with Applicable Regulations***

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the City of Chattanooga, the USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division - ISS, and Moccasin Bend WWTP work rules and regulations when on site.

#### **2.1.3 *Observation***

The services furnished by the Vendor shall be subject to observation and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

#### **2.1.4 *Failure to Provide Services and Termination of Contract***

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);



The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor.

## **2.2 DESCRIPTION OF CONTRACTED SERVICES**

### **2.2.1 General**

- A. The Vendor shall provide all labor, benefits and any other related expenses necessary to provide the new and replacement paving and concrete services described herein for the WASTE RESOURCES DIVISION – Interceptor Sewer System (ISS).
- B. The Vendor shall provide the services on an “as needed” basis as requested by the City performed according to the City’s standard drawings and specifications. The City will attempt to schedule the work to optimize the use of the Vendor’s operator when it is needed.
- C. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City’s direction.
- D. All work performed shall conform to the City standard specifications for construction and paving.

### **2.2.2 Vendor Services**

- A. The Vendor shall provide the trained and experienced labor required to provide the new and replacement paving and concrete services
- B. The Vendor shall provide any specialty excavation, paving, and concrete equipment in order to complete work assigned by the City under these Specifications.
- C. The Vendor shall provide all services in accordance with the specifications of the City of Chattanooga Standard Specifications for Asphalt and Concrete Repair.

## **3.0 EXECUTION**

### **3.1 GENERAL**

Pursuant to Section 1.1 of these Specifications, the purpose of this contract is asphalt pavement replacement above sewer extensions and sewer repairs. Work performance shall be as follows.

**A. City Streets**

If work under this contract is performed in a City Street the work shall be performed in accordance with the City Standard Specifications found on the City website, or provided by the System Engineer upon request. For City Street applications repairs shall be placed on compacted base material and the following minimum layer thicknesses:

- 2.5" of hot mix binder- B Binder
- 1.5" of asphalt topping

If the existing pavement is thicker than above, the pavement depths shall match existing pavement thickness.

Tack Coat and Prime Coat layers shall only be applied where work schedule dictates its usage or as directed by the Engineer.

Unless otherwise directed, Type B binder shall be used in City Street applications.

All asphalt pavement under this contract shall have a unit weight of 110 pounds per square yard per inch of thickness.

**B. State Roadways**

If work under this contract is performed in a State DOT roadway the work shall be performed in accordance with all applicable TDOT Specifications.

**3.2 CONTRACT STARTING DATE**

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

**3.3 PAYMENT OF SERVICES**

The City will make payment to the Vendor according to the City's normal policies and procedures.

Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.

Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.

Markup will be calculated as the following example:

If the part costs vendor \$100.00,  
and the Markup on contract is 10%,  
City will reimburse Vendor \$110.00.

Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11th Street, Suite 101  
Chattanooga, TN 37402  
acctspayable@chattanooga.gov

and copy sent to:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
MBacctspayable@chattanooga.gov

<b>Description</b>	<b>Unit of Measure</b>	<b>Bid price</b>
<b>1. Asphalt Patching 2.5" of binder with 1.5" of Topping</b>	<b>Sq. Ft</b>	
<b>2. Asphalt Patching 4" to 7" Deep</b>	<b>Sq. Ft</b>	
<b>3. Asphalt Overlay Paving ( Excludes Milling )</b>	<b>Sq Ft.</b>	
<b>4. Asphalt Overlay Paving - ( Includes Milling and Paving)</b>	<b>Sq Ft.</b>	
<b>5. Saw Cutting</b>	<b>LF</b>	
<b>6. Pea Gravel Concrete Replacement</b>	<b>Sq Ft</b>	
- Excavate 8" of depth		
- 8" Pea Gravel Concrete		
<b>7. Installation of Handicap ramps.</b>	<b>Each</b>	
<b>8. Concrete Road Restoration</b>	<b>Sq. Ft</b>	
<b>9. Asphalt Machine Curb ( Extruded )</b>	<b>LF</b>	
<b>10. Concrete Sidewalk - Finished</b>	<b>Sq Ft</b>	
<b>11. Drop Curb :</b>	<b>LF</b>	
Per City Specs. For Type A Commercial Drop replace with 6" concrete slab (with Fiber), minimum 4"		
<b>12. Concrete Curb &amp; Gutter Replacement - Per City Spec</b>	<b>LF</b>	
<b>13. Brick Paver Replacement</b>	<b>Sq Ft.</b>	
<b>14. Flowable Fill in Place</b>	<b>Cubic Yard</b>	
<b>15. Seal Coat over Asphalt.</b>	<b>Sq. Ft</b>	
<b>16. Silt Soxx or Inlet Protection</b>	<b>LF</b>	
<b>17. Top Soil</b>	<b>Cubic Yard</b>	
Delivery and installation		
<b>18. Grass Seed</b>	<b>Per Pound</b>	
Installed		
<b>19. Wheat Straw</b>	<b>Per Bale</b>	
Installed over seed		
<b>20. Sod ( Bermuda or Fescue)</b>	<b>Per Sq. Ft.</b>	
Includes installation		
<b>21. After Hours Support</b>	<b>Per Hour</b>	
<b>22. Miscellaneous</b>	<b>% Markup over invoice</b>	
<b>23. Disposal of Waste Soil</b>	<b>Cubic Yard</b>	

## REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

### Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Worker's Compensation Insurance and Employer's Liability Insurance
  - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

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 further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

## **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 that 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 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 all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, 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.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)