



Financial Services – Purchasing Department

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

TRAILER MOUNTED SPRAY INJECTION ROAD REPAIR MACHINE

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.com with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Date of Issue: February 28, 2013

NOTICE TO BIDDERS

The City of Portage will open sealed bids on March 21, 2013 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

**TRAILER MOUNTED SPRAY INJECTION
ROAD REPAIR MACHINE**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: TRAILER MOUNTED SPRAY INJECTION
ROAD REPAIR MACHINE

FOR OPENING: March 21, 2013, at 3:00 p.m.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website:

[|www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx](http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx).

Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

Please contact Rod Russell, Deputy Director of Fleet and Facilities, at (269) 329-4441 if you have questions regarding the specifications. If you have any questions regarding purchasing procedures, please contact the Purchasing & Risk Management Department at (269) 324-9284.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Bid Form

1.4.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.4.2. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5. Bids Submitted via Facsimile Equipment

1.5.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

1.5.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.5.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to

meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

- 1.5.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

- 1.5.5. Basis of Award.

This bid may be awarded to a responsive bidder whose lowest bid is determined by the City to be in the best interest of the City.

2. **TERMS AND CONDITIONS**

- 2.1. City Contract Administrator

The Deputy Director of Fleet and Facilities, Rod Russell, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

- 2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation since any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

- 2.3. Contractor's Insurance

The successful bidder will also be required to furnish:

- 2.3.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000 for personal injury and property damage.

- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.3.5. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. It is understood and agreed that by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have in effect shall be considered secondary and/or excess. The certificate of insurance must contain the following statement:
- THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).
- 2.3.6. The certificates of insurance indicated above shall carry a written cancellation notice and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.
- 2.3.7. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.5. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

2.6. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.7. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.8. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

- 2.9. Default: The City may, by written notice to the contractor, terminate the whole or any part of the contract: (1) if the contractor fails to provide adequate equipment or (2) the Contractor fails to perform any other provisions of the contract. In the event of such termination, the City may deem appropriate that the Contractor shall be liable to the City for any excess costs for such services similar to those so terminated.

3. SPECIFICATIONS

The City of Portage wishes to purchase one new current model, or one demo unit 2012 or newer with less than 100 hours and full manufacturer's warranty, trailer mounted aggregate spray pothole patcher, equipped as advertised by manufacturer, to meet or exceed following minimum specifications.

- 3.1. **General:** To be equipped to hitch to a dump truck. Patcher shall be capable of delivering aggregate size 1/2" down a continuous flow by a pressurized air stream system. Unit must produce 135 lbs. of mix per minute in continuous operation. Shall be equipped with a light weight vent flow nozzle and the aggregate control shall be conveniently located and easy to operate.
- 3.2. **Trailer:** Should have a minimum of 1/4" thick rectangular tube heavy duty steel frame, 2-6,000 lb capacity dual axles, 4-225/75 R15 load ranged tires, electric brakes, 3" pintle eye on hitch and directional signals. Directional arrow board mounted on rear of trailer for safety.
- 3.3. **Blower –Vac Air Conveyor:** Hopper box for holding aggregate before entering air stream. Slide gate operated by 12 volt air solenoid and one dual acting air ram to allow aggregate into air stream by remote switch at control handle. Hopper box shall

have a safety screen welded in place, shall handle aggregate from ¼” – ½” grade allowing aggregate up to 2 ½” size to pass through without clogging the aggregate system.

- 3.4. **Tailgate Feeder:** Box designed to fit rear tailgate of dump truck. Shall have 5” diameter flex hose for gravity feeding of aggregate into hopper box. NO AUGERS OR PUMPS WILL BE ACCEPTED.
- 3.5. **Engine:** John Deere diesel, water cooled 74 BHP (minimum) interim tier 4 EPA compliant.
- 3.6. **Blower:** Produce 450 C.F.M. with 7 PSI at 1,500 RPM’s using approximately 42 BHP driven directly off engine fly wheel eliminating belt drive, maximum blower temperature is 275 F. Normal operation is under 230 F.
- 3.7. **Air Filters:** Engine: Paper element, Blower: Paper element with foam pre-cleaner, Compressor: paper element or may use engine filter.
- 3.8. **Compressor:** Heavy Duty continuous dual stage with governor. Bolt directly to engine auxiliary drive eliminating belt. NO BELT DRIVEN COMPRESSORS WILL BE ACCEPTED.
- 3.9. **Tank:**
 - 3.9.1. Emulsion Tank: 250 gallons, 200 PSI working pressure at 500 F. Must have 12” t-bolt closure. Insulation: R-15 rated covered by a weatherproof FRP (Fiber Reinforced Plastic) cover that is fire retardant. Has two 1,500 watt, 120 volt heater blankets thermostatically controlled. Heating system must be capable of heating an empty tank with out damage to the heating system. Tank has pressure relief valve set between 100 PSI and 110 PSI. The emulsion tank must have a 3” drain valve at the bottom to aid in draining the tank for clean out at the end of work day, 200 PSI working at 450 F. Safety relief valve set between 100 PSI and 110 PSI.
 - 3.9.2. Engine Fuel Tank: 18 gallons with external fuel gauge.
- 3.10. **Hoses**
 - 3.10.1. Aggregate Hose: 3 ½” I.D. schedule 40 pipe 10’ long connected to 3 ½” I.D. non-kinking, plastic wire reinforced rubber neoprene lined hose 16’4” long for a total length of 26’4”.
 - 3.10.2. Emulsion Line: 3/8” I.D. hose, 250 PSI rated, 20’ long. Diesel clean-up line for cleaning emulsion line out, 15’ long.
- 3.11. **Vent Flo Nozzle:** 3 ½” lightweight, perforated tube 13” long. Has a 1/2“ by 1/16” spray slot for 100% coating of aggregate. Have perforated holes to relieve air when aggregate exits nozzle to repaired area to prevent repair material from being blown

out of repair area. NOZZLE WILL NOT USE SPRAY RINGS TO COAT AGGREGATE, NO NOZZLE WITH THE SPRAY SLOT LOCATED OUTSIDE THE NOZZLE AND ATTCHED WITH A HOSE CLAMP WILL BE ACCEPTED.

- 3.12. **Hot Oil Heat Exchange:** 12-volt circulator pump circulates heated oil through a 2” diameter 4’ long pipe inside emulsion tank then through a 3/8” diameter hose to the emulsion nozzle, then back to heat exchanger to keep the emulsion tank, emulsion line and nozzle at an average temperature of 140 F. for cold weather use down to 5 F. MACHINES CIRCULATING ENGINE COOLANT FROM ENGINE WILL NOT BE ACCEPTED.
- 3.13. **Swing Hose Carrier:** To hold complete aggregate hose off ground to provide easier control for operator. No fatigue design. Tri-flex design. Lock to side of machine during transport for safety.
- 3.14. **Control:** All functions-emulsion, engine RPM, aggregate, and horn will be controlled from operator’s station at end of hose.
- 3.15. **Paint:** Manufacturer’s standard color.
- 3.16. **Warranty:** Manufacturer’s standard warranty. Copy to be provided with bid.
- 3.17. **Service:** Equipment to be delivered fully assembled ready to operate. Factory or Dealer Representative is to check equipment on delivery and give Equipment Manager or designate information on operation and service requirements.
- 3.18. **Parts Availability:** Must provide name and location of where parts and service are available.
- 3.19. **Manuals/Parts Book:** One (1) set of operator’s manual, repair manual and parts book to be furnished with the unit.
- 3.20. **Delivery:** The equipment shall be delivered to the City of Portage Public Services Yard, 7719 S. Westnedge Avenue, Portage, Michigan, within sixty (60) days of the receipt of a purchase order.
- 3.21. References**
 - 3.21.1. Each bidder is to furnish a list of ten (10) references for the model bid.
 - 3.21.2. Descriptive literature is to be furnished with the bid to substantiate the details specified in bid.
 - 3.21.3. Verification that the manufacturer of the equipment bid has been producing spray injection patching equipment for a minimum of five (5) years.

CITY OF PORTAGE -- BID PROPOSAL

I, the undersigned, propose to sell at the bid price shown, one Trailer Mounted Aggregate Spray Pothole Patcher, per specifications supplied by the City of Portage, delivered to 7719 South Westnedge Avenue, Portage, Michigan.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

TRAILER MOUNTED AGGREGATE SPRAY POTHOLE PATCHER

Make/Model/Year _____

Is this a demo model? ___Yes ___No. If yes, number of hours used: _____

Price: \$_____

Included with this bid:

- _____ List of 10 References of the model bid
- _____ Descriptive literature for the model bid
- _____ Copy of Manufacturer's Warranty (if demo model, full warranty must apply)
- _____ Verification that Manufacturer has been producing spray injection patching equipment for a minimum of five years.

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition within sixty days of in accordance with all specifications contained herein subject to purchaser's inspection and approval.

TERMS: _____
(Minimum of 30 days, please identify any discounts given)

FIRM NAME: _____

DATE: _____

BY: _____

Signature

BY: _____

Name and Title (print or type)

ADDRESS: _____
Street City State Zip Code

PHONE: _____

FAX: _____

