

CITY OF OWOSSO

TRAILER MOUNTED SPRAY INJECTION
ROAD REPAIR MACHINE



BID SPECIFICATIONS
June 18, 2013

**CITY OF OWOSSO
BID SPECIFICATIONS FOR TRAILER MOUNTED SPRAY INJECTION ROAD REPAIR MACHINE**

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City of Owosso

REQUEST FOR BIDS

Trailer Mounted Spray Injection Road Repair Machine

The city of Owosso is soliciting proposals for a trailer mounted spray injection road repair machine.

Specifications are attached. **Bids must be submitted in a sealed envelope to the Bid Coordinator's Office at 301 W. Main Street, Owosso, MI 48867, clearly marked "Trailer Mounted Spray Injection Road Repair Machine." Bids will be accepted until 3:00 p.m., local time, on Tuesday, July 9, 2013 when all proposals will be opened and read aloud.**

All bids shall be firm for ninety (90) days from the due date, for review and evaluation. The city of Owosso reserves the right to reject any or all bids and to waive any irregularities as deemed fit in the best interest of the city.

GENERAL BID REQUIREMENTS

PROPOSALS: All bids must be on the form included with the specifications. The city of Owosso reserves the right to reject any and all bids and to waive any irregularities in any bid, or to accept any bid, or to reject any or all bids should it be deemed in the best interest of the city to do so.

BID FORM: The accompanying bid form must be completed and include the firm name and signature of a responsible officer. The dollar amount in the total column on the bid form must reflect everything necessary for the performance and operation of the equipment.

PRICES AND NOTATIONS: Must be typed or written in ink. No erasures permitted. Mistakes may be crossed out and corrections entered and initialed in ink by person signing quotation.

UNIT PRICES: Should be stated based on units specified. Bid on each item separately and show brand name or make. Extend and total the bid.

DELIVERY TIME: Is part of the consideration and must be stated in definite terms and must be adhered to.

EXTRA CHARGE: No charges for packing or for any other purpose will be allowed over the price quoted herein.

TAXES: The city is exempt from federal excise and state sales taxes and such taxes shall not be included in the bid price. Tax exemption certificates will be furnished with purchase order if so requested on bid.

DEFAULT: Means the failure of the bidder to fulfill the obligations of the bid, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those bid and specified on the purchase order. In case of default of the contractor the city may cancel the contract and hold the contractor responsible for any excess costs occasioned thereby.

MINIMUM SPECIFICATIONS: The specifications establish minimum requirements and brand names may be given for reference. Bidders may quote on approved equivalent articles, provided brand name and catalog number and note any deviations on bid and furnish complete descriptive literature. Only when specifications state "**DO NOT SUBSTITUTE**" will only a specific brand name be permitted.

AWARD: The city of Owosso reserves the right to award by item, group of items, or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, the best interest of the city will be so served. In determining the award, the responsibility of the lowest qualified bidder, the quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the city and the delivery terms will be considered. The bidder agrees that this bid shall be good and may not be withdrawn for ninety (90) calendar days from the due date. Upon receipt of written notice of the acceptance and award of this bid, Bidder will return signed document to the Owner within fifteen (15) days.

OPENING\RECEIPT OF BIDS: Proposals will be publicly opened and read aloud at 3:00 p.m., local time, on Tuesday, July 9, 2013. Bids must be received in the bid coordinator's office before date and time as specified on the face of this bid. Late bids cannot be accepted. The responsibility of getting bids to the city clerk's office rests entirely with the bidder.

INSPECTIONS: All articles are subject to inspection and test. If any articles are defective in material or workmanship, or otherwise fail to meet the requirements of this bid, the city shall have the right to reject or to retain and correct such articles. The seller will pay the city for expenses incurred in correction of defects. Rejected articles will be held or returned to bidder at bidder's expense for handling, packing and transportation.

ERRORS AND CORRECTIONS IN SPECIFICATIONS: The bidder will not be allowed to take advantage of any errors or omissions in the specifications. Full instructions will be given should errors or omissions be called to the attention of the Marlene Jungnitsch, Bid Coordinator, 301 W. Main Street, Owosso, MI 48867, (989) 725-0550.

CONTRACTOR'S INSURANCE: The successful bidder will also be required to furnish: Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan, comprehensive general liability policy of at least \$1,000,000 for personal injury and property damage. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.

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 Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.

The certificate of insurance must contain the following statement:

THE CITY OF OWOSSO, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).

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. 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.

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 there from 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.

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 Shiawassee County, Michigan and of the United States District Court for the State of Michigan.

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.

COMPENSATION TO BE PAID TO THE CONTRACTOR: Payment will be made upon satisfactory completion of the work, net 30 days.

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.

DELIVERY TERMS: Unless otherwise stated, bids shall be quoted F.O.B. The equipment shall be delivered to the Public Works Garage, 522 Milwaukee Street, Owosso, MI 48867 within sixty (60) days of the receipt of a purchase order.

TRAINING: The bidder will provide sixteen (16) hours of training on the use of this equipment or identical equipment.

GENERAL CONDITIONS

1. The City of Owosso has a local preference policy for the purchase of goods and services. The policy in

part states: *A business located within the city limits and paying real or personal property taxes to the City of Owosso will be granted a 6% bid advantage of \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the County will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. The City reserves the right to reject any or all proposals. Unless otherwise specified, the City reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.
3. Unless otherwise stated by the bidder, time, in connection with discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the City of materials, supplies or equipment delivered or work performed, may be made upon presentation of a properly executed claim voucher. The final payment will be made by the City when materials, supplies, equipment or the work performed have been fully delivered or completed to the full satisfaction of the City.
4. In case of default by the bidder or contractor, the City of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. Prices should be stated in units of quantity specified.
6. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.
7. Wherever a reference is made in the specifications of description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and he further agrees to indemnify and save the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
9. The laws of the State of Michigan, the Charter of the City of Owosso, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases, are made a part thereof.
10. Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

**SPECIFICATIONS FOR TRAILER MOUNTED SPRAY INJECTION
ROAD REPAIR MACHINE**

These specifications are for an aggregate spray pothole patcher, trailer mounted, new and or current model, or demo with less than 100 hours equipped as advertised by manufacturer, to meet or exceed following minimum specifications. Bidder shall note all differences from the specifications.

Proposed pothole patcher: make _____ model _____

Specifications

General specifications: Equipment shall be constructed to hitch to a dump truck. Patcher shall be capable of delivering aggregate size ½” down in a continuous flow by a pressurized air stream system. Unit must produce 135 lbs. of mix per minute in continuous operation. Unit shall be equipped with a light weight vent flow nozzle. Operator controls for asphalt nozzle and aggregate control shall be conveniently located and easy to operate.

Comply yes/no _____

Explain if answer is no

Trailer: ¼” thick rectangle tube heavy duty steel frame, 2-6,000 lb. capacity dual axles, 4-225/75r15 load range d tires, electric brakes, 3” pintle eye on hitch. Trailer shall have brake lights, tail lights, safety flashing light and directional signals. There shall be a directional arrow board mounted on rear of trailer for safety.

Comply yes/no _____

Explain if answer is no

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 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.

Comply yes/no _____

Explain if answer is no

Tailgate feeder: Box designed to fit rear tailgate of dump truck. Unit shall have 5” diameter flex hose for gravity feeding of aggregate into hopper box. No augers or pumps will be accepted.

Comply yes/no _____

Explain if answer is no

Engine: John Deere diesel, water cooled 74 b.h.p. (minimum) interim tier 4 EPA compliant.

Comply yes/no _____

Explain if answer is no

Blower: Blower shall produce 450 cubic feet per minute with 7 pounds per square inch at 1,500 revolutions per minute using approximately 42 b.h.p. driven directly off engine fly wheel, eliminating belt drive, maximum blower temperature is 275 f. normal operations is under 230 f.

Comply yes/no _____

Explain if answer is no

Air filters: Engine: paper element
Blower: paper element with foam precleaner
Compressor: paper element or may use engine filter.

Comply yes/no _____

Explain if answer is no

Compressor: Heavy duty continuous use dual stage with governor. Bolt directly to engine auxiliary drive eliminating belt. No belt driven compressors will be accepted.

Comply yes/no _____

Explain if answer is no

Tanks: Emulsion tank: 250 gallon, 200 pounds per square inch. working pressure at 500 f. must have 12" t-bolt closure. Insulation: r-15 rated covered by a weatherproof 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 without damage to the heating system. Tank has pressure relief valve set between 100 pounds per square inch and 110 pounds per square inch. The emulsion tank must have a 3 inch drain valve at the bottom to aid in draining the tank for clean out; a 15 gallon pressurized diesel tank used for clean out at the end of the work day, and a 200 pounds per square inch working at 450 f. safety relief valve set between 100 pounds per square inch.

Engine fuel tank: 18 gallons with external fuel gauge.

Comply yes/no _____

Explain if answer is no

Hoses: 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”.

Emulsion line: 3/8” I D hose, 250 pounds per square inch rated, 20’ long. Diesel clean-up line 15’ long for cleaning out emulsion line.

Comply yes/no _____

Explain if answer is no

Vent flo nozzle: 3 ½” lightweight, perforated tube 13” long. Has a ½” by 1/16” spray slot for 100% coating of aggregate. Have perforated holes to relieve air when aggregate exits nozzle to repaired area. This prevents 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 attached with a hose clamp will be accepted.

Comply yes/no _____

Explain if answer is no

Hot oil heat exchanger: 12-volt circulatory 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. This keeps 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.

Comply yes/no _____

Explain if answer is no

Swing hose carrier: To hold complete aggregate hose off ground to provide easier control for operator shall with a no fatigue Tri-flex design. Lock to side of machine during transport for safety.

Comply yes/no _____

Explain if answer is no

Controls: All functions-emulsion, engine revolutions per minute, aggregate, and horn will be controlled from operator’s station at end of hose.

Comply yes/no _____

Explain if answer is no

Paint: Specify color _____.

Comply yes/no _____

Explain if answer is no

Warranty: Specify warranty

Warranty length _____

Comply yes/no _____

Explain if answer is no

Service: Equipment to be delivered fully assembled ready to operate. Factory or dealer representative is to check equipment on delivery and give equipment superintendent information on operation and service requirements.

Comply yes/no _____

Explain if answer is no

Parts availability: Dealer name and location where parts and service are available.

Comply yes/no _____

Explain if answer is no

Literature: One (1) set of operator's manual, repair manual, and parts book to be furnished with the unit. Descriptive literature is to be furnished with the bid to substantiate the details specified in bid.

Comply yes/no _____

Explain if answer is no

References: Furnish 10 references for the model bid.

Comply yes/no _____

Explain if answer is no

Company: _____
(Print or type)
Address: _____

Phone: _____
Fax: _____
Name: _____
Signed by: _____
Title: _____
Date: _____

Date _____

Proposal to the city of Owosso, Michigan (city) by _____ herein after called ("bidder") () a corporation, organized and existing under the laws of the state of _____, () a partnership, or () an individual doing business as _____.

The bidder, in compliance with bid specifications for bids for trailer mounted spray injection road repair machine, having examined the plans and specifications proposes to furnish all materials at the price stated below. These prices are to cover all expenses for materials, delivery of item and any applicable taxes.

Bid shall be in both words and figures. In cases of discrepancy, the amount shown in words will govern.

THE BIDDER AGREES TO THE GENERAL BID REQUIREMENTS AND WILL PROVIDE THE TRAILER MOUNTED SPRAY INJECTION ROAD REPAIR MACHINE AS DESCRIBED IN THE BID SPECIFICATIONS FOR THE SUM OF:

- Price: \$ _____ fob Owosso
- Additional repair manual: \$ _____ each
- Additional operator's manual: \$ _____ each
- Additional parts manual: \$ _____ each
- 16 hours on-site training: \$ _____

DELIVERY:

THE BIDDER AGREES DELIVER THE SPECIFIED ITEMS WITHIN _____ CALENDAR DAYS OF RECEIVING A PURCHASE ORDER FROM THE CITY.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will return signed document to the city within fifteen (15) days.

Respectfully submitted:

By: _____
 (Name)

 (Title)

 (Address)

 (Telephone number)