

***Bid Package
For
Full-depth Concrete Pavement Installation***



***City of Sevierville
Public Works Department
310 Robert Henderson Road
P. O. Box 5500
Sevierville, TN 37864-5500
Phone: (865) 429-4567
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Contact: Bryon W. Fortner, P.E.
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February 2010

INFORMATION FOR BIDDERS

RECEIPT AND OPENING OF BIDS

The City of Sevierville, Tennessee (herein called the "Owner") invites bids on the form(s) attached hereto for **FULL-DEPTH CONCRETE PAVEMENT INSTALLATION**. The Owner will **RECEIVE BIDS UNTIL TUESDAY, MARCH 2, 2010 @ 2:00PM**, at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee, 37862, (Mailing address: P.O. Box 5500, Sevierville, Tennessee, 37864-5500). Bids will then be **PUBLICLY OPENED AND READ ALOUD** at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee. The envelope containing the bid must be sealed, addressed to Lynn McClurg, City Recorder, and must bear the following information:

Name of Bidder
Bidder's Address
Date and Time of Bid Opening
Bid Enclosed: **CONCRETE PAVEMENT**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any and all bids. Any bid received after the time and date specified shall not be considered.

QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he/she deems necessary to determine the ability of the Bidder to perform the intended services, and the bidder shall furnish to the Owner all such information and data for the purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract by performing the work contemplated therein. Conditional bids will not be accepted.

METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the bid. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the lowest bid with such deductible alternates to produce a net amount, which is within the available funds.

Only one (1) award will be made from this contract.

In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.

QUANTITIES AND LENGTH OF CONTRACT

Exact quantities may vary—estimated quantities contained in the bid form are for evaluation purposes only.

This contract is for a specific project location – Park Road. However, if additional sections of streets in Sevierville are identified, the Bidder will be expected to mobilize to that street within the City of Sevierville at the same unit prices until June 30, 2010.

OBLIGATION OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications. The failure or omission of any bidder to examine all the forms, instruments, and documents shall in no way relieve the Bidder from any obligation in respect to his/her bid.

Each bidder is requested to fill out and return the attached Title VI Information sheet, vendor sheet, and W-9 form as a part of the bid package.

The Bidder must comply with the following:

- 1) All Bidders must be licensed as required by the TN Board of Licensing Contractors and have the specialty of “Building Category 31”. The name, license number, license expiration date, license limitations, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, must appear on the outside of the envelope containing the bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000). If the bid is in excess of twenty five thousand dollars (\$25,000) and the above-required information is not visible, the bid shall automatically be disqualified. (T.C.A. 62-6-119)

VENDOR INFORMATION

Adequate vendor information shall be included with the bid for determination of meeting the specifications. Any exceptions shall be explained in writing and submitted as a part of the bid package.

SHIPPING/DELIVERY

Materials to be delivered and installed to any designated street and/or City-owned facility within the Sevierville City Corporate Limits. Any and all shipping and/or handling charges to be included in lump sum total bid price.

PAST EXPERIENCE

Unless a current contract holder with the City Owner, bidders shall supply a list of all customers for which they have done similar work within the past twelve (12) months. The list shall include the name of a contact person and his/her telephone number.

STORAGE OF EQUIPMENT

The successful bidder will be responsible for providing a storage area for materials and equipment. City of Sevierville property or street rights-of-way shall not be used unless by permission and approval by Owner’s representative.

INSURANCE COVERAGE REQUIREMENTS

These coverage requirements apply to the Contractor and any Sub-Contractors who may perform services on this project.

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. Coverage should be occurrence form.

Business Automobile Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

Workers' Compensation and Employers' Liability Insurance - Workers' Compensation statutory limits as required by Tennessee law. This policy should include Employers' Liability coverage for \$1,000,000 per accident.

CONDITIONS FOR ALL COVERAGES

Additional Insured: The City of Sevierville, its Board of Mayor and Aldermen, officers, employees, agents, representatives, boards, commissions, committees, and volunteers (hereinafter referred to as Owner) are to be covered as Additional Insured respecting: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

Notice of Cancellation or Non-renewal: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department Head granting this bid and/or to the Risk Manager for the Owner.

Acceptability of Insurers: Insurance is to be placed with financially sound Tennessee admitted insurers (Best's rating of A or better) or approved by Owner's Risk Manager. City of Sevierville Risk Manager: Jamie Tyler, phone 453-5504

Certificates of Insurance: Contractor shall furnish the Owner with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before work commences. The certificates of insurance should be directed to Jamie Tyler, Risk Manager, and must also be accompanied by a copy of the Notice of Bid Award Letter.

Defense, Indemnification and Hold Harmless Agreement: Contractor hereby agrees to indemnify, defend and hold harmless the Owner from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by the Owner, except as otherwise expressly

stated herein. Contractor shall not be responsible when such liability arises from the sole negligence of the Owner. Contractor shall pay Owner for any costs incurred in enforcing this provision.

Utility Location: Contractor shall be responsible for performing utility location requirements by calling Tennessee One-Call service and any other applicable utility services. Contractor shall be responsible for all damage to any and all utilities.

Tennessee Drug Policy Requirements for Construction Contracts

- 1) The following requirement applies to all construction contract bidders having 5 or more employees. Bidder is required to include in bid an affidavit attesting that effective no later than bid date, bidder operates a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101 through 50-9-114 OR a program at least as stringent as the program operated by the City of Sevierville.
- 2) The City of Sevierville operates a drug-free workplace program that complies with the above-referenced law. The City of Sevierville performs drug or alcohol tests at the following times: a. Job Application b. Reasonable Suspicion c. Post-Accident d. Routine Fitness for Duty e. Follow-up f. Random. All testing and specimen-handling procedures conform to the standards of the U.S. Department of Transportation guidelines. A Medical Review Officer (MRO) provides medical oversight to assure appropriate processing and accurate interpretation of the results. Failure to submit to substance abuse testing or testing positive for prohibited drugs and/or alcohol may result in discipline up to and including termination.

For further information on the program operated by the City of Sevierville, please call Jamie Tyler, Risk Manager, at (865) 453-5504.

TIME LIMITS FOR STARTING AND COMPLETING WORK

As individual projects are determined by the Owner they will be submitted to the contractor and work duration will be mutually established. Once a duration is established and the contractor is authorized to begin, there will be a twenty-one (21) calendar day maximum time limit for the contractor to begin and the pre-established duration to complete. If the beginning of work is delayed beyond the three (3) week limit, the Owner has the right to seek another qualified contractor to complete the work and any cost exceeding the bid prices shall be the responsibility of the successful bidder.

GENERAL SPECIFICATIONS

Contract will include the improvements upon any or all City streets or City-owned facilities. The work to be provided under this contract shall consist of the installation of concrete pavement to replace existing flexible pavement sections as outlined in these contract documents and as directed by the Owner. The provisions of section 501 of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (most current version), hereafter called "*TDOT Standard Specifications*" shall apply except as herein revised. Any references to section numbers apply to the *TDOT Standard Specifications* in these specifications unless otherwise noted.

The unit prices bid for the items listed shall include all associated costs, including but not limited to preparation work, placement of the required base stone, clean up, and traffic control.

Prior to the start of work, the work locations, approved work methods, work schedule and type of equipment used shall be established by the Owner.

MATERIALS

Coarse aggregate shall be crushed stone, crushed slag or washed gravel meeting with requirements of 903.03 and the grading requirements of Subsection 903.22 for size #57 aggregate; all other materials shall conform to Subsection 501.02 of the Standard Specifications for Road and Bridge Construction.

Chemical admixtures shall meet the requirements of Subsection 918.09(A) and be approved by the Owner.

Dowel bars and tie bars shall be epoxy coated in accordance with ASTM D 3963 and Subsection 907.01. The bar size shall be 1½ inch diameter by 18 inches long, plain, and round. Epoxy used to adhere dowel and tie bars shall be approved by the Owner.

PROPORTIONING

A workable concrete mix utilizing size Type I cement, #57 aggregate and natural sand conforming to Subsection 501.02, and having a slump not greater than 63mm (2 ½ inches) shall be required. The slump may be increased to a maximum of 150 mm (6 inches) when using an approved high range admixture. The mixture shall have a minimum compressive strength of 13.8 MPa (200 psi) within 8 hours. The mixture shall have a maximum water to cement ratio of 0.40 including admixtures. The percentage of air entrained in the mix shall be five percent, with a tolerance of plus three or minus two percentage points.

EQUIPMENT

Equipment and tools necessary for handling materials and performing all parts of the work shall conform to Subsection 501.04.

CONSTRUCTION REQUIREMENTS

Construction, including all preliminary work, subgrade preparation, expansion joints, concrete mixing and placing, finishing, protection, curing, backfilling, and final cleanup, shall be as described in Section 701 of the *TDOT Standard Specifications*.

The construction shall conform to the requirements of section 501 in so far as the requirements do not conflict with the requirements herein specified or unless otherwise directed by the Owner.

Full depth repair of at least nine (9) inches shall be performed as directed by the Owner within guidelines set forth by the TDOT Standard Specifications.

JOINTS

Joints shall be constructed for full depth repair and shall conform to Subsection 501.15. Dowel and tie bar holes, if necessary, shall be drilled in the locations as directed by the Owner. After drilling, the hole shall be cleaned either pneumatically or with a wire brush. A sufficient amount of epoxy shall be inserted at the back of the drill hole and the bar inserted with a twisting motion to assure uniform distribution of epoxy. Excess epoxy shall be removed.

FINISHING AND CURING

After properly vibrating the concrete in place, the patch shall be finished using a vibratory screed parallel to the centerline such that it meets the existing grade and profile. Curing shall be completed in accordance with Subsection 501.18 (c).

OPENING TO TRAFFIC

Traffic shall not be allowed on the newly placed concrete until a test cylinder break of at least 13.8 MPa (2000 psi) is attained.

SAMPLING AND TESTING

The concrete shall be tested by the contractor in accordance with Section 501. The owner may also perform tests for slump and air content as often as deemed necessary to maintain uniform, quality concrete. In addition, prior to the start of the project and before any concrete is placed, the contractor shall batch, and mix a one-cubic meter (yard) trial batch of mix. The trial batch shall be made using the same equipment and procedures as is to be used on the project. Slump and air content shall be taken on the trial batch and test cylinders shall be made. A minimum strength of psi 13.8 MPa (2000) in 8 hours shall be required on the test cylinders. If the trial batch does not produce the required results, adjustments shall be made by the owner and a new trial batch shall be required. During the progress of the job, if the owner deems necessary additional trial batches may be required. No direct payment will be made for the trial batching.

GRINDING AND RIDEABILITY

Finished pavement shall be tested by a straightedge provided by the contractor.

Construction operation shall be scheduled and proceed in a manner that produces a uniform finished surface. Grinding may be necessary to eliminate joint or crack faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. Rideability and skid resistance shall be considered in determining if grinding will be necessary.

Grinding equipment shall be a power driven, self propelled machine that is specifically designed to smooth and texture Portland Cement Concrete Pavement with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet.

It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels. The equipment shall be of a size that will cut or plane at least 3.0 feet wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at cracks, joints, or other locations.

The construction operation shall be scheduled and proceed in a manner that produces a uniform finished surface. Grinding will be accomplished in a manner that eliminates joint or crack faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. It is the intention of this specification that the faulting joints and cracks be eliminated, that the overall riding characteristics be within the limits specified, and that substantially all of the pavement surface be textured except that except that extra depth grinding to eliminate minor depressions.

The pavement shall be uniform to a degree that no depressions or misalignment of slope greater than ¼ inch in 12 feet are present when tested with a straightedge.

UNSATISFACTORY WORK

Repaired areas which do not produce a Relatively smooth riding surface, show excessive shrinkage, cracking, or doesn't produce an adequate bond to the adjacent slab shall be removed and replaced at the contractor's expense.

MEASUREMENT AND PAYMENT

Quantities will be determined as provided under each pay item and pay estimates will be processed upon invoice.

No measurement for payment will be made for sawing existing asphalt pavement (full-depth), sawing concrete joints, removing and disposing of the existing pavement, drilling holes, grouting, joint materials, etc. The cost for this work shall be included in the price bid for other associated items.

BASIS OF PAYMENT

The accepted quantities will be paid per unit of measurement, respectively, for each of the pay items that shown on the bid form, which price shall be full compensation for performing all operations incidental thereto; and for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work.

TRAFFIC CONTROL

The unit prices bid for the items listed shall include all associated costs, including but not limited to traffic control in accordance with *Part VI of the Manual on Uniform Traffic Control Devices* (2003) or latest edition as directed by the Owner. Concentrated effort must be made by Contractor to provide reasonably continuous access to homeowners and businesses, but a full road closure will be considered with proper advance notifications, detour signage employing variable message signs, and approval by the Owner and property/business owners. Work may be performed during nighttime hours.

**BID FORM FOR
FULL- DEPTH CONCRETE PAVEMENT INSTALLATION**

Company: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Federal Tax Identification Number: _____

Business License # _____ City: _____

Bid Prices

Item	Description	Quantity/Unit	Unit Price	Amount
1.	Full-depth Concrete Pavement	2,000 SY	\$_____	\$_____
2.	Load Transfer Dowel Bars	100 each	\$_____	\$_____
3.	Grinding Concrete Pavement	1,000 SY	\$_____	\$_____
TOTAL				\$_____

It is further understood and agreed by the undersigned in submitting this proposal that the Owner reserves the following rights and privileges:

- a. To accept or reject any or all bids, and/or waive any of the informalities in the bidding.
- b. To reject all items of equipment and materials which do not conform to or exceed these specifications, without altering bid price of this proposal.
- c. To re-bid anytime during the term of the contract.

Note: Bidders shall not add any conditions or qualifying statements to this bid, except as provided herein, as otherwise the bid may be declared irregular as not being responsive to the Advertisement for Bids.

If you have questions regarding the specifications contained in this bid package, please contact:

Bryon W. Fortner, P.E.
Public Works Department
P.O. Box 5500, Sevierville, TN 37864-5500
(865) 429-4567 Phone; (865) 453-5518 Fax
bfortner@seviervilletn.org

Bid Submitted by:

Authorized Signature

Name (Printed)

Title

Date

TITLE VI INFORMATION

It is the policy of the City of Sevierville to ensure compliance with Title VI of the Civil Rights Act of 1964: 49 CFR, Part 21; related statues and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

Bid Item/Project Name: _____

Bid Date: _____

*For Title VI and IX compliance, we ask for voluntary disclosure of the following information for the majority owner of the business:

Gender: ___ Male ___ Female
Race: ___ Caucasian ___ African American
 ___ Other (please specify)

Company Name: _____

The City of Sevierville does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d.).



City of Sevierville
P.O. Box 5500
Sevierville, TN 37864-5500
865-453-5504

VENDOR INFORMATION FORM

Name: _____

Federal Tax ID Number: _____

Business License Number: _____

County and State of License: _____

Mailing Address: _____

Shipping Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

Corporation, Sole Proprietor, or Partnership: _____

(If the business is a sole proprietor the owners name): _____

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED.

Revised 6/1/04

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type see specific instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: : : :
OR
Employer identification number
: : : :

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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