Ivins City Staff Report
City Council Meeting 8/20/2015

Agenda Item: Approval of expenditure for Trailer Mounted Asphalt Crack Sealer

Submitted by: Charles R. Gillette, P.E., City Engineer

Recommended City Council Action:
Approve expenditure of $39,827 for Trailer Mounted Asphalt Crack Sealer

BACKGROUND:
The City Council has approved in the budget the purchase of an asphalt crack sealer machine. Crack sealing of asphalt is an essential part of maintaining asphalt roads. Sealing the cracks keeps water from penetrating beneath the asphalt and weakening the ability of the underlying road base and soils to support heavy loads on the road. Prior to any surface seal, the cracks must first be sealed. The existing crack sealer is more than 10 years old and has become a major maintenance burden. Last time staff used the crack sealer it broke down and the City had to rent one to complete the work.

FINDINGS AND ANALYSIS:
Staff has evaluated the options for crack sealers comparing manufactured by BearCat and Crafco. Staff has selected Crafco for the following reasons.

- Crafco is supported by Wheeler Machinery which has a local presence
- The equipment is reported by staff to be easier to operate
- Wheeler Machinery won the State Purchasing Contract for Crack Sealers and therefore meets all City purchasing requirements.
- The State Purchasing Contract price is lower than the price quoted by BearCat

State Purchasing Price:	$47,235.00
Elec. Brakes Option:	-1,258.00
No Air Compressor Option:	-6,150.00
Total Price:	$39,827.00

SUPPORT MATERIALS:

- State Purchasing Contract

FINANCIAL IMPACT:
This item was budgeted for the current fiscal year.
GL 10-6074.0: $39,827.00

Respectfully Submitted: _____
Charles R. Gillette, P.E., Public Works Dir/City Engineer

Content Review: _____
Dale Coulam, City Manager

STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: PD116 Page 1 of 11

April 07, 2014

Revision number: 1

Purchasing Agent: Linda Crawford
Phone #: (801) 538-3150
Email: lindacrawford@utah.gov

Item:Asphalt Crack Sealer, Trailer Mounted

Vendor:01058GA

Wheeler Machinery Co.
4901 West 2100 South
PO Box 701047
Salt Lake City, UT 84120

Internet Homepage:	www.wheelermachineryco.com
General Contact:	Larry Brown
Telephone:	(801) 974-0511
Cell Phone:	(801) 232-6905
Fax number:	(801) 974-0115
Email:	lbrown@wheelercat.com
Usage Report Contact:	Same
Reporting Type:	Item-Line
Make & Model:	Crafco EZ1000 Series II. A Future model change accompanied by a price increase may void the contract.
Price:	$47,235.00 See options in Part IV. Pricing Section.
Terms:	Net 30
Effective dates:	09/25/11 through 09/24/16
Potential renewal options remaining:	
Days required for delivery:	60 Days
Price guarantee period:	One year
Freight:	See "Delivery Requirements" in Part IV
Minimum order:	
Min shipment without charges:	
Other conditions:	

Contract has been extended through 09/24/16, also note new pricing. Assigned to new Agent.

Solicitation #: GL12016

The administrative fee for this contract is **0.00%** and is already included in the contract price.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Supplier: **Wheeler Machinery Company**

TRAILER MOUNTED ASPHALT CRACK SEALER

PUBLICATION

This specification is a product of the Utah Department of Transportation, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity. This bid will result in a State Cooperative contract.

State of Utah through the Utah Division of Purchasing and General Services will establish a three-year State Cooperative contract with two (2), 1-year renewable options to purchase Trailer Mounted Asphalt Crack Sealers. The successful bidder can change equipment options on the make and model accepted in the bid in order to meet the needs of the ordering entity. The price of the equipment options shall be based on OEM discount applied to the published rates found in the contract.

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.

2. Supplier shall submit, with the bid to BidSync (http;//www.bidsync.com), the latest detailed specifications for the equipment offered. Supplier should submit the latest literature for informational purposes only. Should you need assistance from BidSync, contact support@bidsync.com or 800-990-9339.

3. Upon delivery, unit shall be completely assembled and adjusted. All equipment, including standard and supplement equipment, shall be installed, and the unit shall be serviced and ready for continuous operations.

4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation or are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality, and workmanship to accepted standards of the industry.

5. The unit provided shall meet or exceed all the Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished at the time of acceptance.

6. It is the intent of the STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

7. STATE, encourages all manufactures to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

8. Required measurements standard will be given in English units or the industry's standard units.

9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

10. Requests for exception(s) to this bid must be submitted through questions and answers on BidSync. Any addenda will be issued through BidSync. **Exceptions shall not be granted to requests made after the question and answer deadline.**

PART II: GENERAL SPECIFICATIONS

1. **SCOPE:**
   The intent of this bid is to define the minimum acceptable standards to establish a contract to purchase crack sealers to be used in highway operations. The crack sealers are to be new units of current model, and are to meet the following minimum specifications, but are not limited as to additional features furnished by the manufacturer. Variation in construction details may be allowed if these variations result in the same or greater basic strength and durability than can be accomplished, using these specifications herein. Any variations in construction details must be approved by STATE.

2. **NOTICE TO BIDDERS:**
   Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that any unit delivered to the FOB points, which do not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

   Example: Crafco Series II
   Bearcat BK-250D

3. **WARRANTY:**
   The equipment shall be warranted against all defects in material and workmanship for a period of not less than 24 months. If manufacturer's standard warranty period exceeds 24 months, then the standard warranty period shall be in effect. Warranty period shall start after auxiliary equipment has been installed and/or put into service. STATE shall provide the in-service date to the manufacturer. Basic warranty shall include agreement to allow all STATE shops to be approved to complete in-house warranty repairs at STATE maintenance shops. The warranty shall include nothing less than parts, labor reimbursement and repetitive problems, reasonable towing, and road travel cost reimbursement. If manufacture's standard warranty includes any additional coverage not mentioned under these requirements, the standard warranty along with requirements shall be in effect.

   State any exception and / or additions to the warranty here or state if and attachment included.

   Basic Warranty period **12 Months**

   Other warranty period **N/A**
   (Attach copy if needed.)

PART III, DETAILED SPECIFICATIONS

1. **TRAILER FRAME**
   1.1 Shall be constructed from formed or rolled channel 5 inches by 3/16 inch thick or manufacturer's standard that will be equal to or exceed weight requirements.

Bid response *Comply* **Yes***Exceptions*

2. RUNNING GEAR
   - 2.1 Dual torsion axles each rated at 5,200 lbs.
   - 2.2 Shall have surge brake system. (electric is not acceptable)
   - 2.3 Pintle eye with adjustable mounting height from 15 inches to 32 inches.
   - 2.4 Two safety chains, 3/8" grade 70, with pin shackles.
   - 2.5 Fold-up, screw jack on drawbar 5,000 lb. capacity.

Bid response *Comply* Yes*Exceptions*

3. LIGHTS
   - 3.1 Shall have LED turn, stop and tail lights with license plate holder on left side, and all required reflectors.
   - 3.2 Shall have Pollack 11-702 plug.
   - 3.3 Shall have Target Tec LED mini-light bar P/N 454201-02

Bid response *Comply* Yes*Exceptions*

4. SEALANT TANK
   - 4.1 Tank capacity 250- gallon minimum.
   - 4.2 Tank shall be made of 3/16" inch thick steel minimum.
   - 4.3 Hydraulic driven vertical sweeping agitator shall mix sealant in tank with two opposing paddles to prevent damage to un-melted sealant blocks.

Bid response *Comply* Yes*Exceptions*

5. LOADING HATCH
   - 5.1 Loading hatch shall have 2 openings approximately 14 X 18 inches.
   - 5.2 Shall have hinged cover and anti-splash loading design.
   - 5.3 Loading height 64 inch maximum.
   - 5.4 Tank shall have minimum of 1-1/2 inches of high-density ceramic insulation with metal cover.
   - 5.5 Tank overflow pipe shall be located so that any overflow material will not fall onto control valves.

Bid response *Comply* Yes*Exceptions*

6. HEATING SYSTEM
   - 6.1 Sealant melting shall be by diesel- fueled burner heating oil system.
   - 6.2 System shall be adequate to heat a tank of sealant from 70degrees F. to 375 degrees F. so that application can start within 60 minutes of start up maximum time.
   - 6.3 System shall have bottom, sides, and center heating capabilities.
   - 6.4 Unit shall include an Overnight Heater.

Bid response *Comply* Yes*Exceptions*

7. TEMPERATURE CONTROL
   - 7.1 System shall have adjustable temperature control to maintain sealant at recommended temperature and high temperature safety cutoff.
   - 7.2 The controls shall have digital readouts for temperature of hot oil, material, and pumping temperature.
   - 7.3 Shall have temperature- controlled activation of sealant pump, agitation, and optional equipment.

Bid response *Comply* Yes*Exceptions*

8. COMBUSTION AREA

8.1 The combustion area shall be shielded to prevent flame contact with spilled sealant.
8.2 Burners shall have safety controls to cut off fuel in event of failed ignition.

Bid response *Comply* Yes*Exceptions*

9. APPLICATION SYSTEM

9.1 Application hose shall be 1 inch I.D. by 20 feet (minimum), high temperature, wire braid type, designed for required service.
9.2 Applicator wand shall be approximately 50 inches long with insulated handle and. The applicator wand shall have a self- closing valve that will automatically close when sealant application pressure stops.
9.3 The connection made between the hose applicator is made through a 360- degree swivel.
9.4 There shall be a heated storage compartment for hose and wands.
9.5 There shall be a temperature gauge for the storage compartment and means of regulating storage compartment temperature.
9.6 There shall be provision for inserting the wand into the sealant tank for re-circulating.
9.7 There shall be provision for inserting the wand into the sealant tank for re-circulating with a simple interlock to prevent removing the wand from the tank without first stopping the flow of sealant from the wand.

Bid response *Comply* Yes*Exceptions*

10. CLEAN OUT

10.1 The sealant pump shall be reversible for clean out of system without the use of solvents.
10.2 There shall be no provisions for storage of solvent.

Bid response *Comply* Yes*Exceptions*

11. HYDRAULIC SYSTEM

11.1 The hydraulic system shall include three (2) separate motors to drive the tank agitator, and sealant pump.
11.2 There shall be:
- 11.2.1 A single hydraulic pump
- 11.2.2 One (1) hydraulic reservoir
- 11.2.3 One (1) pressure and one (1) return filter
- 11.2.4 Shall have required controls

11.3 The pump shall be driven by 41 HP, minimum diesel fueled engine.
11.4 Hydraulic hoses shall be routed and shielded to prevent ignition of oil in event of hose failure.

Bid response *Comply* Yes*Exceptions*

12. ENGINE

12.1 The engine shall be a diesel engine to include:
- 12.1.1 Electric Start
- 12.1.2 Constant Speed Mechanical Governor
- 12.1.3 Full Flow Oil Filter
- 12.1.4 Water Cooled
- 12.1.5 High Water Temperature Shut Down
- 12.1.6 Low Oil Pressure Shut Down.

12.2 Unit shall include a lockable engine cover and battery cover.

Bid response *Comply* Yes*Exceptions*

13. AIR COMPRESSOR
    13.1 The Air Compressor shall be equipped with a 70 CFM @ 125PSI rotary van air compressor.
    13.2 The Compressor shall be driven hydraulically. Belt drive compressors are nonconforming.
    13.3 There shall be a high temperature automatic shut down.
    13.4 The unit shall have a self-contained air to oil hydraulic cooler with an electric fan.
    13.5 To include 50 feet of 3/8" air hose with Chicago quick couplers on each end and storage rack shall be supplied.

Bid response *Comply* Yes*Exceptions* as per Question #1

14. PAINT AND MARKING
    14.1 Unit shall be painted manufacturers standard color.
    14.2 Stainless steel or chrome shall not be painted.
    14.3 Manufacturer's standard emblems and model designations are allowed but not to exceed 4" high.
    14.4 All other advertising and decorative striping shall be omitted.

Bid response *Comply* Yes*Exceptions*

15. IDENTIFICATION
    15.1 Each unit shall have a metal tag permanently attached to draw bar or frame with the following information:
        15.1.1 Manufactures name
        15.1.2 Year of manufacturer
        15.1.3 Model number
        15.1.4 Serial number
    15.6 Each unit number is 2" high numbers welded on the left side of draw bar. Unit number will be specified on purchase order when issued.

Bid response *Comply* Yes*Exceptions*

PART IV –PRICING

1. PRICE GUARANTEE:

    1.1 All pricing must be guaranteed for one year including the purchase price and option prices.

    1.2 List Bid Item Make CrafcoModel EZ1000 Series II

    A future model change accompanied by a price increase may void the contract.

2. PURCHASE PRICE:

    2.1 **Trailer Mounted Asphalt Crack Sealer as described in the specifications:** **$45,632.00**

    2.2 The percentage discount off of published price for parts, consumables, and wear items associated w Trailer Mounted Asphalt Crack Sealer being offered: **TB discount.**

    State the name of the published price pages and effective date
    Crafco, August 8, 2011

    2.3 State the percentage discount off of published price for equipment options only associated with the

Mounted Asphalt Crack Sealer that are not listed in the specifications: 20%
discount.

State the name of the published price pages and effective date
Crafco, August 8, 2011

3. OPTIONS

3.1 Option 1: Electric brakes

Response: *Price of option (deduct)* **$1258.00** *Not available*

3.2 Option 2 Deduction for unit without Air Compressor

Response: *Price of option (deduct)* **$6150.00** *Not available*

3.3 Option 3: An interlock to prevent removing the wand from the tank without first stopping the flow of sealant from the wand.

Response: *Price of option* **$Included** *Not available*

3.4 Option 4: 18' Electric Hose and Wand

Response: *Price of option* **$No Charg** *Not available*

3.5 Option 5: Auto loader

Response: *Price of option* **$6836.00** *Not available*

PART V: PARTS AND SERVICE

1. PARTS AND SERVICE

1.1. The bidder shall demonstrate the ability to service UDOT crack sealers anywhere in the State of Utah within 24 hours.

1.2. The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah. The bidder shall provide a listing of locations and contact information for each service center in Utah with a description of the service capabilities at each center.

1.3. The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.

1.4. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network for the availability of replacement parts.

PART VI: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

1.1 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah

State Capital building. Freight charges beyond the fifty (50) mile radius shall be charged at actual cost.

1.2 Delivery shall be within 60 days after receipt of order. At State's option, an extension may be granted, whichever is in State's best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of $20.00 per unit will be deducted from the invoice for every working day after the expiration of the number of days shown on the purchase order until the unit(s) is delivered. This provision is not intended as a penalty but as liquidated damages.

2. TRAINING

2.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the unit offered to STATE.

2.2 Vendor shall provide instruction on safety, operation, and preventive maintenance of the unit, after the unit has been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all the unit(s) functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.

2.3 Lesson Plan: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be tal from the operator's manual, provided all necessary information is included.

3. DOCUMENTATION

3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s), and an Operator's Manual for unit.

3.2 Operators Manual shall include start up procedure, checklist for data collection, shut down procedure, check list for winter storage and check list for return to service.

3.3 Delivery must also include one complete set of parts lists and (shop) repair manuals for each piece of equipment and three (3) sets of shop (repair) manuals at no additional charge. CD's are acceptable for shop repair manuals. Manuals shall include blueprints on all wiring and hydraulic schematics.

3.4 Delivery must include one complete set of extra filters for each unit purchased.

4. ACCEPTANCE

4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

4.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.

4.3 The vendor will be notified within this time frame of any unit that does not comply with the purchase order specifications.

4.4 If any unit is canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

5. PAYMENT

5.1 Invoices will not be approved for payment until all of the required documentation and manuals have been received and the equipment has been accepted.

PART VI: SPECIAL TERMS AND CONDITIONS

1. **Non-Collusion**
By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, suppliers, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

2. **Bid/Proposal Preparation Costs**
The State is not liable for any costs incurred by the offeror in bid/proposal preparation.

3. **Quantity Estimates**
State does not guarantee to purchase any amount under the purchase/contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

4. **Inspections**
Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods with a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

5. **Non-Compete Clause**
The Contractor represents its officers and employees are free to contract with State and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts in writing, before the contract is signed, and the State will evaluate whether to continue with contract execution. State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph # 13 in Attachment A -- Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.

6. **Price Guarantee, Adjustments**
The contract pricing resulting from this bid/proposal will be guaranteed for a one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30-days prior to the effective date. Request for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

7. **Responsibility for Wages**
Contractor is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances

8. **Invoicing**
Contractor shall submit invoices to State or purchasing entity:

Utah Department of Transportation
Equipment Operations
4501 S 2700 W Box 145730
Salt Lake City, Utah 84119

The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. State will remit payment by mail or electronic commerce.

FINET COMMODITY CODE(S):
75510 - Asphalt Crack Sealing Equipment
75540 – Asphalt Tools

REVISION HISTORY: