

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 19, 2013 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE HEATED RUBBERIZED ASPHALT CRACK SEALING MACHINE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) Magma Gen IV Heated Rubberized Asphalt Crack Sealing Machine, Model 230DH from Cimline Pavement Maintenance Group in an amount not to exceed \$38,286.00.

FISCAL IMPACT

The FY 2012/13 General Fund Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The purchase is being made off the State of Nebraska Purchasing Contract #13335 OC. The new unit will replace a 1995 Crafcro Tar Wagon. The current unit has become cost prohibitive to repair and many parts are no longer available.

Warranty of the new unit is one year or 1000 hours of use. Material pumps and electric heated hoses are pro-rated for 180 days.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) MAGMA GEN IV HEATED RUBBERIZED ASPHALT CRACK SEALING MACHINE, MODEL 230DH FROM CIMLINE PAVEMENT MAINTENANCE GROUP, IN AN AMOUNT NOT TO EXCEED \$38,286.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Magma Gen IV Heated Rubberized Asphalt Crack sealing Machine, Model 230DH is necessary; and

WHEREAS, the FY 2012/13 General Fund Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) Magma Gen IV Heated Rubberized Asphalt Crack sealing Machine, Model 230DH, from Cimline Pavement Maintenance Group in an amount not to exceed \$38,286.00

PASSED AND APPROVED THIS 19TH DAY OF MARCH, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



PAVEMENT MAINTENANCE GROUP

QUOTE

Customer

LaVista City of
Greg Goldman
9900 Portal Rd.
LaVista, NE 68128
USA

Date

March 7, 2013

Quote #

00002340

Sales Rep

Ben Thielbar

Item	Product Description	Quantity	Unit Price	Total Price
301185	MAGMA GEN IV Melter/Applicator, Model 230DH, 230 Gallon, Diesel, Heated Hose NDOR Contract Pricing	1	\$41,986.00	\$41,986.00
AirMAGMA	MAGMA Gen IV Compressor Upgrade (factory installed) NDOR Pricing Deduction	1	(\$4,500.00)	(\$4,500.00)
407545	Overnight Heater probe, GEN IV MAGMA Option, All NDOR Pricing	1	\$800.00	\$800.00
Subtotal				\$38,286.00
- Discount				\$0.00
Total				\$38,286.00
None Tax				\$0.00
Shipping & Handling				\$0.00
Grand Total				\$38,286.00

Approved by _____

Date _____

Signature _____

This quote is valid through 3/31/2013 12:00:00 AM.
After such time products & prices are subject to change.
Please see attached Terms of Sales document and Distributors
Covenants & Warranty Procedure for full transaction details.

CIMLINE

www.CPMG.info

DURA PATCHER

Cimline Inc.
Standard Warranty Policy
(Effective March 16, 2012)

Cimline, Inc. warrants its equipment to the original purchaser only, against defects in material or workmanship based on normal use or service.

Cimline Equipment is warranted for one year / 1,000 hours of use and includes the following:
Basic frame and tanks, steel fabricated parts, hydraulic and burner control system.
Excluded from Cimline Warranty are: engine, air compressor, battery and tires as these are covered by their respective manufacturer and all warranty claims should be directed to their local authorized distributor/dealer.

Warranty period for equipment begins at the date the unit is first placed in service or shipped from factory. Upon sale or rental of the equipment by a distributor or Cimline, Inc., the provided warranty card should be mailed within 10 days, stating date unit placed in service; In the absence of this card on file, the equipment warranty period begins from date of factory invoice.

Warranty for material pumps and electric heated hoses are pro-rated using the following scale:

<u>Days</u>	<u>Hours</u>	<u>Warranty Coverage</u>
0 - 60	0-150	100%
61 - 120	151-300	50%
121 - 180	301-500	25%

Replacement parts are warranted for a period of 60 days from factory invoice, with the exception of replacement material pumps and heated hoses, which again use the above scale for pro-rated coverage. For replacement parts that are purchased for distributor stock, the 60 day period will commence from date of distributor to end user invoice. A Copy of invoice will be required as proof of in-service date. If invoice is not provided, policy will revert back to original factory invoice date.

Cimline Warranty does not apply to defects caused by improper or unreasonable use, damage, including freight damage, accidents, failure to provide reasonable maintenance or faulty repair made by others; further, warranty is void if the product or any of its components are modified or altered in any way or if Non-OEM parts have been used during the warranty period.

Our responsibility under this warranty is limited to replacement or repair (at Cimline's discretion) of such part or parts, as inspection shall disclose to have been defective, to be performed at Cimline, Inc. factory at Plymouth, MN or at a facility designated by Cimline.

In no event shall Cimline be liable for incidental or consequential damages of any kind whatsoever. Downtime, overhead and performance penalties are not recognized at any time as part of warranty coverage. Reasonable labor, travel, and diagnostic time will be reviewed for reimbursement.

Mileage will be reimbursed at rate of .75 cents per mile (domestic 48 states only), and no more than one round trip per claim. Shop Labor will be reimbursed at a rate of \$70/hr.

Cost of parts shipping will be reimbursed at a "UPS REGULAR" rate only for stock items, for non-stock items shipping cost will be reimbursed at a "UPS BLUE" rate.

This warranty is in lieu of all other warranties expressed or implied, and all such other warranties are hereby disclaimed including any warranty of merchantability and fitness for a particular purpose.

In the event of freight damage, a claim must be filed by the purchaser with the freight carrier.

All claim notices to Cimline pursuant to this limited warranty must be made by completing a Cimline Warranty Claim Form which should be faxed to:

Toll Free Fax: 866-557-1971

OR

Mail to: Customer Service, Cimline, Inc. 2601 Niagara Lane, Plymouth, MN 55447.

No exceptions will be made to this warranty unless agreed to in writing by the Cimline Customer Service Manager.



ED Shockley
1-612-963-6344

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13335 OC

PAGE 1 of 4	ORDER DATE 07/13/12
BUSINESS UNIT 8000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 601300	
VENDOR ADDRESS: CIMLINE, INC 2601 NIGARA LN MINNEAPOLIS MINNESOTA 55447-4721	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

JULY 13, 2012 THROUGH JULY 12, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3886 OF

Contract to supply and deliver Heated Rubberized Asphalt Crack Sealing Machine - Minimum 105 Gallon Capacity with Heated Hose as per the attached specifications, terms and conditions for a period of one (1) year beginning July 13, 2012 through July 12, 2013. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/acheftr.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the federal Immigration Reform and Responsibility Act of 1996, P.L. 104-182, known as the E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

[Signature]
BUYER
[Signature]
MATERIAL ADMINISTRATOR
BP/104
7-17-12
7-16-12
RK 10/12

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 4	ORDER DATE 07/13/12
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501300	

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 84847
Lincoln, Nebraska 68508-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13335 OC

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to Include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to Include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Steve Johnson
Phone: 800-328-3874
Fax: 866-357-1971
E-Mail: SJOHNSON@CIMLINE.COM

(07/13/12 Jh)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	HEATED RUBBERIZED ASPHALT CRACK SEALING MACHINE MIN 105 GALLONS MAKE: Cimline MODEL: Magma 110DH ENGINE: Isuzu	3.0000	EA	30,994.0000

OPTIONS:

2	EQUIPMENT SHOP REPAIR MANUAL	3.0000	EA	15.0000
3	ENGINE SHOP REPAIR MANUAL	3.0000	EA	15.0000
4	EQUIPMENT PARTS MANUAL	3.0000	EA	15.0000


BUYER INITIALS

R4330@NBORG 10/4/23

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

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PAGE 3 of 4	ORDER DATE 07/13/12
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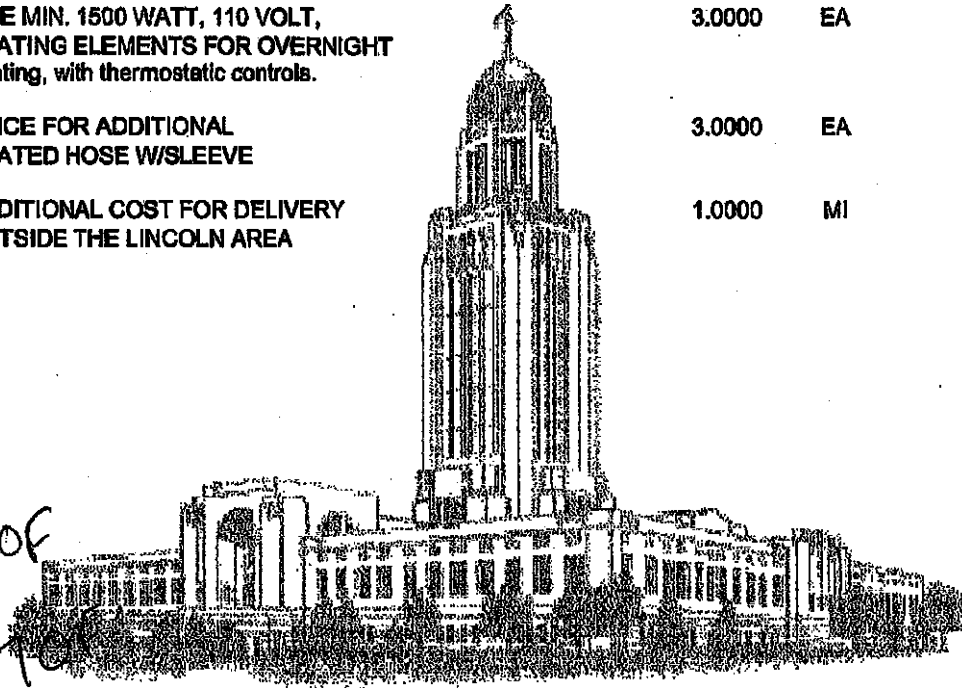
CONTRACT NUMBER
13335 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	ENGINE PARTS MANUAL	3.0000	EA	0.0000
6	EQUIPMENT PARTS CD-ROM	3.0000	EA	15.0000
7	ENGINE PARTS CD-ROM	3.0000	EA	15.0000
8	ONE MIN. 1500 WATT, 110 VOLT, HEATING ELEMENTS FOR OVERNIGHT heating, with thermostatic controls.	3.0000	EA	800.0000
9	PRICE FOR ADDITIONAL HEATED HOSE W/SLEEVE	3.0000	EA	2,450.0000
10	ADDITIONAL COST FOR DELIVERY OUTSIDE THE LINCOLN AREA	1.0000	MI	1.5000

+ 2000

3996 OF

3997 OF




BUYER INITIALS

R33500|NISCRI01 100423

**STATE OF NEBRASKA
DEPARTMENT OF ROADS****Specification for Heated Rubberized Asphalt Crack
Sealing Machine - Minimum 100 Gallon Capacity
With Heated Hose**

W15-12

February 2012

EAMS-W15

SCOPE

THE CRACK AND JOINT SEALING MACHINE SHALL BE THE LATEST CURRENT MODEL OF PROVEN PERFORMANCE AND UNDER STANDARD PRODUCTION BY THE MANUFACTURER AND IS TO BE OF STANDARD DESIGN, COMPLETE AS REGULARLY ADVERTISED AND MARKETING INCLUDING ALL SPECIFIED ACCESSORIES, TOOLS AND SPECIAL FEATURES. All necessary parts for satisfactory operation of the equipment whether or not they may be specifically mentioned below. Complete detailed specifications and advertising data sheets with cuts or photographs should be attached to the invitation to bid on the IDENTICAL equipment proposed. ANY INFORMATION NECESSARY TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS, IN ADDITION TO INFORMATION GIVEN ON ADVERTISING DATA SHEETS, SHOULD BE SUPPLIED IN WRITING AND ATTACHED TO THE BID DOCUMENT. The crack sealing machine must meet or exceed the following requirements.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to invitation to bid. Non-compliance can void your bid document.

DELIVERY

Between 9:00 AM and 3:00 PM, daily, except Sunday, Saturday and holidays. Delivery desired prior to 60 days after receipt of purchase order; deliveries quoted beyond 60 days are an award consideration. Vendor must notify Fleet Management minimum of 24 hours prior to delivery on work day basis at (402) 479-4319 or 4323. Department of Roads' equipment will be delivered to 5001 South 14th Street, Lincoln, Nebraska.

ACCEPTABLE BRANDS

Cimline
Crafco

Other brands must be demonstrated near Lincoln, Nebraska, have adequate references provided, have adequate service facilities in Nebraska, be field proven and be approved in writing by Fleet Management of the Department of Roads 5 days prior to bid opening.

Meets Specification - Please indicate - (if other explain on comment line)

YES	NO	OTHER
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		

1. MELTING VAT SYSTEM

- A. Mixing/holding tank shall be of double boiler construction
- B. Minimum 105 gallon capacity material tank.
- C. Minimum ten (10) gauge steel vat
- D. 50 to 550 degree Fahrenheit dial stem or digital thermometer
- E. Full length agitator with dual blades or auger system to break up and blend material. Surrounded by minimum 12-gauge steel oil jacket.
- F. Hot oil expansion tank required if available by manufacturer.
- G. The heating jacket will have a 50-550 degree Fahrenheit dial stem or digital thermometer.
1. Oil filler cap and dipstick
2. Insulated by minimum two inches of fiberglass or one inch of ceramic.
3. Insulation encased in a minimum 22-gauge shell
- H. Anti-Splash or safety loading chute with minimum 252 square inch opening required.

Other or Comment: _____

YES	NO	OTHER
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		

2. HEATING SYSTEM

- A. Diesel fueled by minimum 245,000 BTU burner 275,000
- B. Capable of melting rubberized asphalt at the minimum rate of about 1700
80 gallons per hour or 800 pounds per hour after initial heat-up. 5000
- C. Burner chamber shall have minimum 4000 square inch heat transfer area that exhausts to vertical stack with rain cover(s), and have heat transfer efficiency rating of at least 94 percent.
- D. Burners will be equipped with a fully automatic thermostatic oil temperature control system with a pressure regulator and gauge.
- E. Outfire shutoff valve and a built-in self-contained, electric ignition system
- F. All unit controls will be in a weather tight lockable box.

Other or Comment: _____

YES	NO	OTHER
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		
X		

3. SEALANT AND APPLICATOR SYSTEM

- A. Sealant will be circulated and delivered through a hydraulically driven minimum 12 GPM pump or a 6 GPM pump if "pump on demand" system is used.
1. Pump to be external of material tank and within heated enclosure.
- B. Sealant delivery hose shall allow for a fourteen foot working radius from the rear center of the machine.
1. Continuously heated by 110 volt or 12volt electrically heated hose and wand.
2. Unit shall have heated enclosure to provide storage and provision for using a non-heated hose as various conditions and operations occur.
3. Trigger control wand preferred. If not furnishing trigger control wand, please state what you are furnishing. STD NEBRASKA OH WAND

4. Rated for minimum 400 degree Fahrenheit temperature.
5. Steel braided with Teflon lining or equivalent
6. Protected by separate hose sheath.

X _____

X _____

- Other or Comment:**

YES	NO	OTHER
X		
y		
X		
X		
x		
X		
y		

- Other or Comment:**

[illegible]

- Other or Comment:

YES	NO	OTHER
X		
X		
X		

- Other or Comment:**

W15-12

YES NO OTHER

☒ ☐ ☐
☒ ☐ ☐

7. MANUALS

- A. Operator's manual must accompany each unit delivered.
B. All manual(s) must be furnished prior to payment and delivered to Fleet Management, Equipment Data Coordinator. Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.

Other or Comment: _____

YES NO OTHER

☒ ☐ ☐
☒ ☐ ☐
☒ ☐ ☐
☒ ☐ ☐

8. MISCELLANEOUS

- A. The bidders will submit with their bid a list of any special tools they will furnish with each machine.
B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacturer's nameplates, stampings and other similar signs are acceptable.
C. Dealer pre-delivery service required.
D. Color - Manufacturer's standard color, but black is the preferred color. Unit will be primed prior to final coat.

Other or Comment: _____

YES NO OTHER

☒ ☐ ☐
☒ ☐ ☐
☒ ☐ ☐
☒ ☐ ☐
☒ ☐ ☐

9. WARRANTY

- A. Manufacturer's usual warranty shall apply, and shall be in effect for at least one year from the date the equipment was placed in service by Department of Roads.
1. This warranty shall cover all inspected parts determined to have been defective in material or workmanship.
B. Vendor shall be responsible for all repairs to include parts and labor during the 12 month usual warranty period.
C. All transportation costs to and from the nearest authorized repair facility will be the responsibility of Nebraska Department of Roads.
D. Authorized repair facility will be located in Nebraska. Please list authorized repair facilities in the Comment Section Below.

Other or Comment: _____

YES NO OTHER

☒ ☐ ☐
☒ ☐ ☐
☒ ☐ ☐

10. SPECIFICATION FORM

- A. Successful bidder will be required to complete form to the fullest extent possible for each unit and must accompany each unit when delivered.
B. Forms will be supplied by Department of Roads to successful bidder after purchase order is awarded.
C. If vendor does not properly complete form for each unit, a sum of \$250.00 per unit will be deducted from purchase order amount.

Other or Comment: _____

W15-12

YES ☒ NO ☐ OTHER ☐

11.
A

TRAINING

Successful bidder must furnish a factory-trained representative in operation maintenance for eight hours of instruction for each unit at its location within the State of Nebraska. Fleet Management will contact vendor on schedule.

Other or Comment: _____

YES ☐ NO ☒ OTHER ☐

12.
A

SUSTAINABILITY

Does any part or component of the equipment bid contain recycled or bio-based material? If so, please list and provide detailed information on the environmental attributes.

Other or Comment: _____

February 2012

END OF SPECIFICATIONS