

CITY OF ROANOKE RAPIDS

ASPHALT PAVING PROJECT

FY 2022-2023

BID OPENING: March 29, 2023

TIME OF OPENING: 10:00 a.m.

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**ADVERTISEMENT FOR SEALED BIDS**  
**City of Roanoke Rapids, North Carolina**  
**For**  
**ASPHALT OVERLAY**  
**FY 2022-2023**

Pursuant to G.S. 143-129, interested parties are invited to submit sealed bids to accomplish “Asphalt Overlay” for the City of Roanoke Rapids, North Carolina.

Bids will be received by the Finance Department at Roanoke Rapids City Hall, 1040 Roanoke Avenue until **March 29, 2023 at 10:00 a.m.** At that time, the proposals received will be publicly opened and read. Any bids received after the specified time and date will not be considered. Each sealed envelope containing a bid must be plainly marked on the outside as “Bid for Asphalt Overlay”.

Instructions for submitting bids and the accompanying specifications and bid conditions may be obtained at the Roanoke Rapids Finance Department, 1040 Roanoke Avenue, during normal business hours. Bid packets can also be accessed via the City’s website at [www.roanokerapidsnc.com](http://www.roanokerapidsnc.com).

A five percent (5%) bid deposit is required and must accompany all bid proposals in the form of cash, certified check or cashier’s check made payable to the City of Roanoke Rapids, or by a surety bond, as required by North Carolina law (G.S. 143-129).

Bidders will be required to comply with all applicable statutes, regulations, etc., and those attached to and made a part of the bid.

The City of Roanoke Rapids encourages the participation of minority and historically underutilized business enterprises.

The City of Roanoke Rapids reserves the right to reject any and/or all proposals.

**CITY OF ROANOKE RAPIDS  
ASPHALT OVERLAY  
FY 2022-2023**

**INSTRUCTIONS TO BIDDERS**

1. Each Bidder must submit their proposal on the bid proposal forms provided in this packet. The proposal shall be signed by an official of the bidding firm authorized to bind such firm by the proposal. The bidder shall sign his proposal correctly and proposals will be rejected if they show any omissions, additions not called for, exceptions, conditional bids or irregularities of any kind. Attached to the proposal, and made part thereof, shall be any and all appendices as required by the specifications.
2. The proposal must be submitted in a two-envelope system. The outer envelope shall be sealed and addressed to the City of Roanoke Rapids Finance Department, PO Box 38, Roanoke Rapids, NC 27870 with the name, date and time of the bid opening clearly marked on the outside. The inner envelope shall contain the completed bid forms and shall be sealed and plainly marked as "Bid for Asphalt Overlay" and the Contractor's license number must be listed. If forwarded otherwise than by mail, bids must be delivered to Roanoke Rapids Finance Department located in City Hall at 1040 Roanoke Avenue.
3. The proposal must be accompanied by a deposit equal to and not less than five percent (5%) of the bid. This deposit shall consist of cash or a cashier's check issued by, or a certified check drawn on, a bank insured by the Federal Deposit Insurance Corporation, or a U.S. Money Order payable to the City of Roanoke Rapids; or a 5% bid bond issued by any insurance company authorized to do business in the State of North Carolina. Said deposit shall be retained by the City of Roanoke Rapids in the event of failure of the successful bidder to execute the contract within ten days after a notice of award or to give satisfactory surety as required.
4. Proposals will be opened promptly and read at the hour and on the date set in the advertisement. The bid opening shall be conducted at Roanoke Rapids City Hall at the appointed time. Bidders or their authorized agents are invited to attend, but do not have to be present to be considered. No bids will be accepted or withdrawn after the specified date and time of the bid opening.
5. A performance bond shall be required of the selected Contractor in the amount of 100 percent (100%) of the amount bid. Performance bonds shall be issued to the City and shall be in the form of cash, certified check, cashier's check, U.S. Money Order, or surety bond.
6. All work described under this bid offering shall be completed within thirty (30) days of the contract award. If the Contractor anticipates the need for a time extension or other relief from stipulated terms and conditions during any event due to extenuating circumstances beyond his control, a written request for such extension or relief must be sent to the City's Public Works Director as soon as such circumstances become known. Extensions and/or other relief will be evaluated judiciously and, if approved, shall be provided to the Contractor in writing and in a timely manner. The City reserves the right to approve or not approve any such time extensions or other relief requested at its sole discretion.

7. Bidders shall exclude federal excise tax and transportation tax from their bids. Bidders shall include North Carolina sales tax in their bids as a separate item.

8. Requests for additional information pertaining the specifications of this project should be directed to Danny Acree, Public Works Operations Coordinator at (252) 326-4966.

9. Bids will be awarded to the lowest responsive bidder, taking into consideration adherence to specifications, quality, performance and time of delivery.

10. The City of Roanoke Rapids reserves the right to evaluate all bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and to award the contract in the best interest of the City.

## GENERAL CONDITIONS

### SECTION ONE- GENERAL

The scope of the work under this project consists of furnishing all labor, materials, tools, and equipment to complete the improvements as outlined on the following:

#### 2022-2023 ASPHALT OVERLAY

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant because of race, creed, action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, or national origin, such action shall include transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, notices to be provided by the Contractor setting forth the provisions of the non-discrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract in that such provisions will be binding upon each contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard supplies or raw materials.

No member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from the same; provided that the foregoing provision of this section shall not be continued to extend to this contract if made with a corporation for its general benefit.

No officer, employee, or member of the governing body of the City of Roanoke Rapids who exercises any functions or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

### SECTION TWO- SPECIFICATIONS

The specifications included shall set up criteria to be met by the Contractor.

Bidders are expected to read the drawings and specifications with special care and to observe all their requirements. Any discrepancies, ambiguities, errors or omissions noted by the intending bidders shall be promptly reported to the City for correction or interpretation before submitting the bid.

### SECTION THREE- EXAMINATION OF THE SITES

Bidders are required to examine the sites and acquaint themselves with the working conditions. They will be furnished with such additional information as is available to the City. ***(See street list in the Scope of Work and detailed map in City office.)***

**SECTION FOUR- CONTRACTOR'S RESPONSIBILITY**

- A. The Contractor shall be responsible for the entire work covered under his contract. All tools, appliances, and auxiliaries of all found to be unsafe and/or insufficient shall be replaced immediately.
- B. The Contractor shall be held responsible for all damages caused by his workmen or his subcontractors.
- C. The Contractor shall prepare and submit a project schedule at the pre-construction conference and shall modify and adhere to same as approved by the Public Works Director.

**SECTION FIVE- COOPERATION WITH THE CITY**

The Contractor shall work cooperatively with the City. He shall arrange and lay out his schedule so that this work will coordinate with the City's schedule in the construction process.

**SECTION SIX- ORAL MODIFICATIONS**

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise effect the terms of this contract.

**SECTION SEVEN- CHANGES IN THE WORK**

The City reserves the right as may be deemed necessary to make changes, additions or omissions to the contract plans and specifications. Such changes will be only of a character to carry out the general intent of the contract.

**SECTION EIGHT- EMPLOYEES**

The Contractor shall employ only competent, safety conscious workers on the job. Any person employed upon the work who is incompetent, careless, reckless, disorderly, or disobeys or evades orders or instructions shall immediately be removed from the project by the Contractor.

**SECTION NINE- SUBLETTING OF THE WORK**

Within ten (10) days after the award of the contract, the Contractor shall submit to the City a list giving the names and addresses of subcontractors he proposes to use together with the scope of their respective part of the work. No subcontractors shall begin work until approved by the City. The Contractor shall be fully responsible for his own acts or omissions as well as that of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the City in regard to this contract, and that the subcontractor acts of this work as an agent or employee of the Contractor.

The Contractor shall not bid with the intent nor will be permitted to subcontract more than 50% of the total dollar value of the total contract as determined from the breakdown of unit prices contained in this proposal. This provision will be interpreted to mean that the on-site labor associated with the

construction of those items of work which total at least 50% of the dollar value of the total contract, must be provided by the Contractor's own forces. However, in the accomplishment of his 50% of the total contract the prime Contractor may utilize materials or supplies on a subcontract basis to meet the 50% requirement.

#### SECTION TEN- OBTAINING OF PERMITS AND COMPLIANCE WITH LAWS AND ORDINANCES

The Contractor shall obtain all permits necessary for work, and shall obey all federal government, state, and local laws and ordinances pertaining to the work.

#### SECTION ELEVEN- WARRANTY

The Contractor warrants to the City that all work, materials and/or equipment furnished under this contract, including but not limited to work, materials and/or equipment furnished by subcontractors, will be new unless otherwise specified, and that all work, whether furnished by Contractor or any subcontractor, will be of good quality, free from faults and defects, and in conformity with the contract documents and specifications. All work, materials and/or equipment not conforming to these standards shall be considered defective.

This warrant shall run the longer of:

- A. a period of twelve (12) months from the date of satisfactory installations and completion of improvements; or
- B. a period of twelve (12) months from the discovery of any latent defect (a defect that could not have been discovered by an inspection made with ordinary care) in the work, materials and/or equipment.

#### SECTION TWELVE- RIGHT OF THE CITY TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the City may serve written notice upon the contractor, and their surety of its intention to terminate the contract, such as notices to contain the reason for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of such termination the City shall immediately serve notice thereof upon the surety and the Contractor, by certified mail, return receipt requested, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within fifteen (15) days from the date of receipt by such surety of the notice of termination, the City may take over the work and proceed to completion by contract for the amount and at the expense of the Contractor, and the Contractor and their surety shall be liable to the City for any excess cost occasioned the City thereby, including, but not limited to, engineers and attorney's fees, and in such event, the City may take possession of the project and utilize in the completion of the work, such materials, appliances and plant as may be on the site of the work.

#### SECTION THIRTEEN- REMOVAL OF EQUIPMENT AND CLEANING UP

Upon completion of the work, the Contractor shall remove all their equipment, tools, materials, and other articles not a part of the completed work from the property of the City.



SECTION FOURTEEN- PAYMENTS AND CONTRACTOR'S AFFIDAVIT

- A. Payments will be made in a lump sum within thirty (30) days after the Contractor has completely delivered all materials and/or services in accordance with the requirements of the plans and specifications for any given partial payment.
- B. The final payment will, however, not become due until the Contractor has furnished the City of Roanoke Rapids an affidavit signed, sworn, and notarized to the effect that all payments for materials, services, or any reason in connection with this contract have been satisfied and that no claims or liens exist against the Contractor in connection with this contract. In the event that the Contractor cannot obtain similar affidavits from subcontractors to protect the Contractor and the Owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavits that no claims or liens exist in favor of any subcontractor to the best of the contractor's knowledge, and if any appears afterwards, the Contractor shall save the City harmless on account thereof.

SECTION FIFTEEN- TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The time of completion shall be thirty (30) calendar days and shall begin on the date specified on the notice to proceed. For each day after the completion date, the Contractor shall pay the sum of two hundred dollars (\$200.00) per day as liquidated damages. The Contractor will not be given credit for days when the weather is not suitable for roadway construction.

SECTION SIXTEEN- SALES TAX CERTIFICATES

The following procedure in handling the North Carolina sales tax is applicable to this project. Contractors shall fully comply with the requirements outlined hereinafter, in order that the City may recover the amount of the tax permitted under the law.

- A. It shall be the Contractor's responsibility to furnish the City documentary evidence showing the materials used and sales tax paid by the Contractor and each of their subcontractors.
- B. Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- C. The documentary evidence shall consist of a certified statement by the Contractor and each of their materials from each separate vendor and total sales tax paid to each vendor. Certified statement must show the invoice number or numbers, covered and inclusive dates of such invoices.
- D. The documentary evidence to be furnished to the City eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contract with incorporated cities, towns and counties in this state. The documentary evidence is to be submitted to the City to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 (2) and (3) of the 1961 statute, and is to include the purchases of building materials, supplies, fixtures and equipment which became of part of or annex to buildings or structures being erected, altered or repaired under contracts with the City.
- E. The Contractor or contractors to whom award is made on this project will be required to follow the procedure outlined above.

SECTION SEVENTEEN- EXCISE TAX ON MATERIALS OR FEDERAL TRANSPORTATION TAX

Wherever existing Federal law concerning Federal excise taxes and Federal transportation taxes provided that the City is exempt from payment on such tax on items purchased by it, and these laws and regulations permit the extensions of this exemption to the Contractor performing work for the City. The City will supply affidavits as to the existence and nature of the contract, as requested by the Contractor for his use in filing with their vendors and transportation agencies to make their purchases for work under the contract exempt from such taxes, provided, (1) that the Contractor shall have filed an affidavit with the City that their bid on this contract does not include any costs of said taxes, and (2) that the materials for which they will request exemption from tax will be only those materials which upon completion of the contract will have actually been incorporated into the work under this contract, and upon receipt of final payment by the Contractor will become the property of the City.

#### SECTION EIGHTEEN- FINALITY OF PUBLIC WORKS DIRECTOR'S DECISIONS

The Public Works Director, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power:

1. To inspect the performance of the work.
2. To determine the amount, kind, quality, sequence and location of the work to be paid for hereunder.
3. To determine all questions in relation to the work to interpret the specifications and addendum.

The foregoing enumeration shall not imply any limitations upon the power of the Public Works Director, for it is the intent of the contract that all the work shall be subject to his determination and approval except where the determination and approval of someone other than the Public Works Director is expressly called for herein. All orders of the Public Works Director requiring the Contractor to perform work as contract work shall be promptly obeyed by the Contractor.

## **SUPPLEMENTAL GENERAL CONDITIONS**

### **1. DEFINITIONS**

1. "City"- refers to the City of Roanoke Rapids
2. "Public Works Director"- refers to the Public Works Director or his designated representative
3. "Plans"- refers to those plans prepared specifically for this project
4. "Work or Project"- refers to work shown on the plans and/or specified herein
5. "Contractor"- refers to the successful bidder to whom the contract has been awarded and who has executed the contract documents
6. "Manual"- whenever the term "latest NC Highway Commission specifications" is used, it shall mean NC Highway Commission Standards specifications for road and structures included supplement number one and all addenda thereto.

### **2. USE OF PREMISES:**

The Contractor shall confine his apparatus, storage of materials and the operations of their workmen to the limits indicated by the Public Works Director and shall not exceed those established limits in his operations.

### **3. INDEMNITY:**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, its agents and employees, from and against all claims, damages, loss and expenses, including but not limited to attorney fees arising out of or resulting from the work, provided that any such claim, damage, loss or expenses is (a) attributable to bodily injury, sickness, disease or death or to injury or destruction of property (other than the work itself) including the loss or use resulting therefrom, and (b) is caused in whole or in part by any neglect act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claims, damages, loss and expense are caused in part by any party indemnified hereunder.

### **4. INSURANCE:**

Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims as set forth below which may arise out of or result from Contractor's performance of the work and any other obligations, including indemnity obligations, under this contract, whether such performance is by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the City. All such insurance

shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective or faulty work. No work shall commence until all such insurance has been approved in writing by the City.

1. Workmen's Compensation- the Contractor shall take out and maintain during the life of this contract workmen's compensation insurance for all employees at the site of the project under this contract, insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The covering must include employer's liability with a limit of \$100,000.00 for each accident, \$100,000.00 bodily injury by disease policy limit.
2. Comprehensive General Liability- the Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect the Contractor, the City as a named insured, and any subcontractor performing work covered by this contract, whether such operation be by themselves or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:
  - A) Comprehensive General Liability insurance is an amount with minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations, independent contractors, product and completed operations and contractual liability.
  - B) Business Auto Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage liability. This shall include owned vehicles, hire and non-owned vehicles and employee non-ownership.
  - C) Special requirements: the City of Roanoke Rapids is to be included as an additional insured on both comprehensive general liability and business auto liability policies.
  - D) Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to the City in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the City of Roanoke Rapids. Wording on the certificate which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
  - E) It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements required by the Contractor.

The Contractor shall promptly mail a copy of any approved change orders to all corporate sureties which have issued a bond in connection with the contract.

## GENERAL REQUIREMENTS

### REQUIREMENTS:

1. The Contractor shall furnish all labor, materials, tools, equipment and all else required for and to construct the improvements complete, tested and placed into satisfactory operations, in accordance with the contract drawings, these specifications, and the engineer's requirements under them.
2. Every item mentioned, described, specified and/or referred to in these specifications, and all items shown, indicated or inferred by the contract drawings, and such items as may normally be required for the construction of the streets shall be furnished and installed complete in every respect; tested in all complete and regular service, as intended. all materials and equipment of whatever nature shall be furnished by the Contractor.
3. Insofar as possible, existing and adjacent streets must be closed during the placing of asphalt and the tack coats. If conditions arise due to emergencies, it shall be the Contractor's responsibility to maintain the streets in a safe and passable condition. With closing of the street, the Contractor shall provide detours, signs, etc and notify the Police, Fire and Public Works departments of all closings as well as how long the street will be closed. When the street is reopened, notice shall be given to the Police, Fire, and Public Works departments.
4. Traffic control- Old Farm Road is to be opened for traffic at all times with appropriate signs/traffic control devices and personnel. The Contractor is responsible for this and will have two lanes open at all times.
5. The Contractor will do all street crack filling, leveling of cuts and filling of potholes. Also, the Contractor will provide valves and manhole extension rings.

### PROJECT COMPLETION:

1. Upon completion of the construction work, the Contractor shall immediately remove all construction equipment, excess materials, tools, cones, barricades, etc from the site and leave same in a neat, orderly condition acceptable to the engineer.
2. The Contractor shall be responsible for restoring all disturbed ground areas to their original condition.
3. The project shall be completed in thirty (30) calendar days from issuance of notice to proceed.
4. No rain day credit will be allowed on this job.

### CITY RESPONSIBILITY:

1. Inspection and approval of all construction.
2. The City reserves the right to change, revise and/or eliminate from the plans any items shown, at the discretion of the Public Works Director.

## SPECIAL PROVISIONS

### CONTRACTOR RESPONSIBILITY:

The Contractor shall verify all dimensions and instructions and be completely familiar with the specifications, standards, and requirements of the City of Roanoke Rapids. Any section of the adopted manual of specifications, standards and design omitted from these documents are herein incorporated by reference. A field review of each project location is highly recommended to familiarize the Contractor with the conditions which may otherwise not be apparent from the drawings or specifications. Any discrepancies in the specifications shall be brought to the attention of the Public Works Director prior to bidding.

### ASPHALT PAVING:

Install liquid CRS-1 asphalt on all streets. The Contractor shall make ties to existing paved areas smooth and uniform at no additional cost to the City. All asphalt tickets are to be submitted by street for depth verification. Abutting joints with existing streets and driveways shall be sawed.

The Contractor will be responsible for complying with the City with regards to routing dump trucks for hauling purposes. In any case, the inspector shall be advised of the routes to be used. The Contractor should be aware that the use of designated truck routes may require a route longer than the obvious short route.

All construction is to meet the latest standard specifications and drawings of the N.C. Department of Transportation. In case of discrepancies or conflict, the City's Public Works Director shall have final authority.

Due to the nature of the work involved, a high degree of tolerance of the public will be necessary on the part of the Contractor. The Contractor will be responsible for having on the job a responsible, polite and knowledgeable foreman. The City will make every effort to prevent confusion, awkward situations and public discontent toward to the Contractor. In the case of work changed by the City to appease a resident, compensation will be granted only at the discretion of the City's Public Works Director making these decisions.

The Contractor shall be required to furnish the Public Works Director standby telephone numbers in case of emergencies due to the need of dust control, improper safety measures, vandalized equipment, etc.

Change orders, if granted, will not be sufficient cause for extension of the completion date. However, should the Contractor need to add a change order to the overall project, that project only will fall beyond the completion date, unless otherwise preempted by the Public Works Director.

The Contractor shall be required to perform street work in one area of the City before moving to another unless permission is granted otherwise.

All bidders must be licensed contractors licensed to perform this type of construction. The license number must be written on the outside of the bid, or the bid will not be opened.

INTENT OF PLANS AND SPECIFICATIONS:

The Public Works Director shall interpret the drawings and specifications and his decision as to the true intent and meaning hereof and the quality sufficiency of the materials and workmanship furnished hereunder shall be accepted as final and conclusive.

**Asphalt Overlay Contract**

This contract, made this \_\_\_\_ day of \_\_\_\_\_, in the year 2023 by and between the City of Roanoke Rapids, North Carolina, a municipal corporation, party of the first part, hereinafter called the "Owner", and \_\_\_\_\_ of \_\_\_\_\_, party of the second part, hereinafter called the "Contractor".

That, whereas a contract for "Asphalt Paving" per bid specifications opened March 29, 2023 in the amount of \$\_\_\_\_\_ (based on estimated \_\_\_\_ tons at \$\_\_\_\_\_ per ton) has recently been awarded to the Contractor by the Owner at and for a sum equal to the aggregate cost of work to be done and labor, equipment, apparatus, and supplies at the price and rates respectively named therefore, in the proposal attached hereto:

And, whereas, it was one of the conditions of said award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said award, and that the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the owner, and shall fully complete all work hereunder within thirty consecutive calendar days from said date.

Now, therefore, this contract further witness to:

That the Contractor doth hereby covenant and agree with the Owner that they will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications and in accordance with the plans, at and for a sum equal to the aggregate cost of the work done and the prices and rates respectively named therefore in the proposal attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon them by said plans and specifications and terms of said award.

The Contractor shall promptly make all payments to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.

The Contractor shall be responsible for all damages to the property of the Owner that may be consequent upon the normal procedures of their work or that may be caused by or result from the negligence of the Contractor or their employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property so injured to a condition as good as it was when the Contractor entered upon the work.

The Contractor shall furthermore be responsible for and be required to make good at their expense, any and all damages for whatever nature, due to carelessness, neglect, or want of due precaution on the part of the Contractor, their agents, employees or workmen. The Contractor shall also indemnify and hold harmless the Owner and the officer and agents thereof, from all claims, suits and proceedings of every name and description which may be brought of any injuries or damages to persons or property received or sustained by person or persons, firm or corporation, or by in consequence of any materials



used in said work or by or on account of any improper materials or workmanship in its construction, or by or on account of any accident, or of any other act or omission of said Contractor, their agents, employees, servants or workmen.

The Contractor shall provide the Owner with insurance certificates certifying that the following insurance is in force:

Auto Liability	\$1,000,000.00 combined single limit
Comprehensive General with g-222 broad form endorsement or its equivalent	\$1,000,000.00 limit
Worker's Compensation	Statutory

Such insurance certificate shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Owner fifteen (15) days advance notice by registered mail.

It is agreed and understood that the invitation to bid, the definitions, instructions to bidders, general conditions of the contract, specifications, together with the enumerated addenda, if any, the proposal, and plans and/or drawings are a part and parcel of this contract to the same extent as if incorporated herein in full.

It is further mutually agreed between the parties hereto that if, at any time, after the execution of the agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or for any reason such bond ceases to be adequate to cover the performance of their work, the Contractor shall, at their expense, within five (5) days after the receipt of notice from the Owner to do so, furnish additional bond or bonds in such form and amount and within such surety or as shall be satisfactory to the Owner. In such event, no further payments to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

The Owner does hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of the specifications and the award, the sum mentioned above and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said specifications and the terms of said award.

The Contractor hereby guarantees all the work furnished under this contract against any defects in workmanship or materials for a period of one (1) year, unless otherwise stipulated, following the date of the final acceptance of the work by the Owner. Under this guarantee the Contractor agrees to make good without any delay, at his own expense, any failure of any of the work by the owner. under this guarantee the contractor agrees to make good without any delay, at his own expense, any failure of any of the work due to faulty materials, construction, or installation, or to the failure of any equipment to satisfactorily perform all work put upon it within the limits of the specifications, and further, shall make good any damages to any part of the work caused by these failures.

The project must be completed within the number of days stated above with the contract designating the beginning work day. The liquidated damages for this contract shall be at the rate of two hundred dollars (\$200.00) per calendar day.

**Basis of Payment**

The quantity shall be paid for at the contract unit price per ton as specified, complete in place, which price and payment shall be full compensation for furnishing, mixing, hauling, placing and rolling all materials, including tack coat applications (where required) for all labor, forms, equipment, tools and incidentals necessary to complete the work. Monthly payment on account will be made upon certificate from the engineer in the amount of 100% of the contract value of the portion of the contract completed during the preceding thirty (30) days. The payment is to be made each month upon estimates of the work completed during the previous calendar month, less ten (10) percent which is to be retained until the entire work is completed and accepted and final measurements have been made.

In witness whereof, said \_\_\_\_\_, has hereunto set their hand and seal and has caused these present to be signed in its corporate name by its \_\_\_\_\_ (title) and its corporate seal to be hereto attached and attested by its Secretary, and the Owner has caused these present to be signed in its corporate name by its Mayor and its corporate seal to be hereto affixed and duly attested by its City Clerk by authority of the City Council duly given, all as of the day and year first above written.

CONTRACTOR

CITY OF ROANOKE RAPIDS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

MAYOR

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY CLERK

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF ROANOKE RAPIDS**

**NON-DISCRIMINATION CLAUSE**

It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, with reference to the subject matter of this contract no matter how remote. The parties hereto further agree in all respects to conform with provisions and intent of the City of Roanoke Rapids, North Carolina.

This provision being incorporated for the benefit of the City of Roanoke Rapids and its residents may be enforced as set out in said ordinance. Enforcement of its provision shall be by action for specific performance, injunctive relief or other remedy as by law provided and this provision shall be construed in such manner as to prevent and eradicate all discrimination based on race, color, creed, national origin, handicapped, status, age, religion, or sex.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ABOVE NAMED TYPED OR PRINTED: \_\_\_\_\_

DATE: \_\_\_\_\_

**Asphalt Overlay  
FY 2022-2023**

Scope of Work

This project includes a two (2) inch asphalt overlay of S-9.5 B or equivalent surface asphalt on the City streets listed below. Work is to be done in accordance with NCDOT Road and Bridge Standards. Work is to be completed no later than 30 days after the contract is awarded.

All adjustments for fuel prices shall be factored into the proposal. The City will not pay any NCDOT FUEL ADJUSTMENTS.

**\*Estimates should be based on the cost of each street. Please pay careful attention to the NOTES.**

**BITUMINOUS CONCRETE MUST BE S-9.5 B-----LIQUID ASPHALT CRS-1**

<b><u>STREET: EAST SIDE</u></b>	<b><u>LENGTH</u></b>	<b><u>WIDTH</u></b>
HUNTING RIDGE ROAD (BEECHWOOD TO PRUDEN) <b>NOTE: Remove asphalt and check base material of street</b>	610	29
GEORGIA AVE (E. 10TH TO STONEYBROOK DR) STONEYBROOK TO END OF CURB	220	29
E. 10TH TO START OF CURB AND GUTTER	1307	22
CREW STREET (CAROLINA AVE TO VIRGINIA AVE)	590	22
EAST 13TH (PARK AVE TO VIRGINIA AVE)	693	20
STEEPLECHASE RUN (PROFESSIONAL DR TO CUL-DE-SAC) CUL-DE-SAC	621 76	28 76
<b>NOTE: * Do not put in gutter, slope sides and at driveways</b>		
MARSHALL STREET (E. 15TH STREET TO RAILROAD TRACKS)	270	32
JEFFERSON STREET (E. 6TH TO E. 7TH) <b>NOTE: * Mill 2" asphalt, then resurface 2"</b>	632	32
WHEELER STREET (158 TO ENTRANCE TO CYPRESS DR)	1316	20
WHEELER STREET (158 TO ENTRANCE TO KFC)	319	20
STRICKLAND STREET TO CYPRESS DRIVE	520	20
VINE STREET (158 TO CREEK DRIVE)	585	25
CAROLINA STREET (E. 10TH TO CURVE AT 1115 CAROLINA ST.)	825	20
VIRGINIA AVE (E. 9TH TO E. 10TH) <b>NOTE: CROWN NEEDED ON STREET</b>	1042	22
LINWOOD DRIVE (E. 9TH) CUL-DE-SAC	109 76	29 76
<b>NOTE: Do not put in gutter, Slope sides</b>		
CHOCKOYOTTE STREET	2055	23
WIDENING OF STREET AREA @ MCDONALD'S	102	10
WIDENING OF STREET AREA @ SUBWAY	109	10

**BITUMINOUS CONCRETE MUST BE S-9.5 B .....LIQUID ASPHALT CRS-1**

<b>STREET: WEST SIDE</b>	<b>LENGTH</b>	<b>WIDTH</b>
FIRST STREET (FRANKLIN TO RAILROAD) (RAILROAD TO MONROE)	558 53	29 29
<b>NOTE: * Mill 2" and resurface 2" back</b>		
CEDAR STREET (2ND TO 3RD)	625	32
MADISON STREET (1ST TO 3RD)	1275	32
HAWKINS DRIVE (158 TO 2106 HAWKINS DRIVE)	702	20
DANIEL STREET (JENKINS CT TO END)	789	30
<b>NOTE: put asphalt in gutter</b>		
GORDON DRIVE (END TO ADAMS CIRCLE)	921	30
<b>NOTE: put asphalt in gutter</b>		
ADAMS CIRCLE	935	30
<b>NOTE: put asphalt in gutter</b>		
W. 5TH STREET (ASPHALT CHANGE TO END OF CURB GUTTER)	275	32
(END OF CURB GUTTER TO HARRIS STREET)	1600	22
W. 9TH TO W. 10TH ALLEY (BETWEEN MONROE STREET AND MADISON STREET)	585	12
HINSON STREET (STATE ROAD IN CURVE TO ASPHALT CHANGE)	2036	21

Total costs for this project are subject to budgetary appropriations. The City reserves the right to add or delete certain streets to maintain funding within this limit.

**PROPOSAL**

TO: CITY OF ROANOKE RAPIDS  
SUBJECT: STREET PAVING AND RESURFACING PROJECT  
BID NUMBER: \_\_\_\_\_

The undersigned bidder has carefully examined the tentative location of the proposed work and the proposal form to contract for the construction of asphalt overlay in the City of Roanoke Rapids, has carefully examined the specifications and street improvement standards which are acknowledged to be a part of the proposal, the proposal form, the form of contract bond and thoroughly understands the stipulations, requirements, and provisions. The undersigned bidder agrees to bind himself on award to him by the City of Roanoke Rapids under the proposal, to execute within ten (10) days, in accordance with such award, a contract with necessary surety bond, of which contract this proposal and specifications shall be a part, to provide all necessary machinery, tools, labor and to do all work, to furnish all materials, except as noted, necessary to perform and complete the said project within the limit specified.

NUMBER OF CALENDAR DAYS NEEDED TO COMPLETE PROJECT:

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EARLIEST DATE PROJECT COULD BEGIN:

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PENALTY FOR FAILURE TO COMPLETE CONTRACT:

The Contractor shall be penalized at the rate of two hundred dollars (\$200.00) per day for each calendar day in excess of the number of calendar days as set forth for the completion of this contract.

DESCRIPTION OF WORK:

The Contractor will be required to pave certain existing streets as listed in these special provisions and as shown on the contract plans or as directed by the Public Works Director. This pavement shall be installed per the specifications given.

All pavement shall be in accordance with the latest North Carolina State Highway Commission pavement specifications for bituminous concrete S-9.5 B and liquid asphalt CRS-1.

- A) Existing paved streets to be resurfaced with two inches of bituminous concrete paving, type S-9.5 B as indicated. Streets are listed under Scope of Work.
- B) Repairs and patching defects in existing streets:  
Prior to the placing of the tack coat and subsequent paving on existing streets, the Contractor shall acquaint himself of the scope of the work to be performed and any questions concerning any of the items shall be directed to the Public Works Director.
- C) Adjust manhole rings and covers:  
The Contractor shall be required to adjust standard manholes and valve boxes as needed.

D) All bid proposals are contingent on the funds available in the 2022-2023 Budget for street resurfacing and paving. Quantities may be increased/decreased based on monies available for these projects.

A sales tax report for materials used in this project must be submitted by the Contractor with any requests for payment.

The undersigned signifies that it is their intention and purpose to perform the resurfacing project for the City of Roanoke Rapids as follows:

<b>APPROXIMATE TONNAGE REQUIRED:</b>  _____  TONS	<b>TONS RESURFACING MATERIAL IN PLACE WITH TACK COAT AT:</b> _____ DOLLARS AND  _____ CENTS PER TON	<b>UNIT BID PRICE:</b>  \$ _____	<b>TOTAL BID AMOUNT:</b>  \$ _____
			TOTAL BID: \$ _____
COST OF PERFORMANCE BOND INCLUDED IN TOTAL BID:			\$ _____

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The City of Roanoke Rapids may increase or decrease quantities on any item or portion of the work as may be deemed necessary or expedient.

Any increase or decrease in quantity for any item will not be regarded as sufficient ground for an increase or decrease in the unit prices.

Cost of tack coat to be included in the unit price bid per ton of required materials in place and the materials, amount and application of same shall conform to the latest specifications of the North Carolina State Highway Commission.

This proposal is accompanied by a deposit equal to not less than five (5) percent of the bid proposal; this deposit consisting of cash or a cashier's check issued by or a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a U.S. money order, payable to the City of Roanoke Rapids, or by a five (5) percent bid bond issued by any insurance company authorized to do business in the State of North Carolina, the deposit to be retained by the City of Roanoke Rapids in the event of failure of the successful bidder to execute the contract within ten (10) days after notice of award or to give satisfactory surety as required.

A bid bond or certified check in the amount of \$ \_\_\_\_\_ is attached hereto, this sum being not less than five (5) percent of the aggregate amount submitted under this proposal, as required by the advertisement and instructions to bidders.

The undersigned bidder agrees to complete the work specified and/or required under such contact as may be awarded to him in full compliance with the street improvement standards and specifications and the requirements of the Public Works Director within time stated herein.

The undersigned signifies that (he, she, they) (is, are) licensed as a contractor under the specific state law regulating the particular trade under which this proposal is submitted and that the license number under which (he, she, they) are now operating is \_\_\_\_\_.

Prices quoted in bid proposal shall be in effect for additional paving and resurfacing projects until June 30, 2023.

Bid proposals should be submitted to the City of Roanoke Rapids Finance Department, 1040 Roanoke Avenue, Roanoke Rapids, North Carolina, 27870 before March 29, 2023 at 10:00 a.m.

RESPECTFULLY SUBMITTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PERSON, FIRM, OR CORPORATION: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

TYPED/PRINTED NAME OF PERSON SIGNING ABOVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_