

ASPHALTIC CONCRETE
BIDS WILL BE OPENED AT
10:00 A.M. TUESDAY
NOVEMBER 17, 2009
SUITE 324, - CITY HALL
101 NORTH MAIN STREET
WINSTON-SALEM, NORTH CAROLINA 27101

ADVERTISEMENT FOR BIDS

CITY OF WINSTON-SALEM, N.C.
ASPHALTIC CONCRETE

Pursuant to Section 143-129 of the General Statutes of North Carolina sealed proposals endorsed **ASPHALTIC CONCRETE** to be furnished to the City of Winston-Salem, N.C., will be received by the City of Winston-Salem/Forsyth County Purchasing Department in Suite 324, City Hall until **10:00 A.M., TUESDAY, NOVEMBER 17, 2009**, at which time they will be publicly opened and read. Instructions for submitting bids and complete specifications may be obtained at the office of the City/County Purchasing Department, Suite 324, City Hall, during normal working hours (8:00 A.M. to 5:00 P.M., Monday-Friday) 336-747-6938. Instructions are also available on the Internet at www.cityofws.org. Follow links to the Purchasing Department. The City reserves the right to reject any or all proposals.

MARSHALL MATHERS
PURCHASING DIRECTOR

BID PREPARED BY:
TAWANNA A. GATES
BUYER

PROPOSAL
ASPHALTIC CONCRETE
CITY OF WINSTON-SALEM, N.C.

Gentlemen:

The undersigned hereby declares that he has carefully examined the specifications herein referred to and will provide all the material and equipment in accordance with the specifications attached hereto; and the requirements under them for the following sum to wit:

ITEM 1

Approximately 26,500 tons of Asphaltic Concrete Surface Course.

Per Ton (Primary Bid) \$ _____

Per Ton (Secondary Bid) \$ _____

TOTAL FOR ESTIMATED 26,500 TONS - Primary Bid

_____ Dollars \$ _____

ITEM 2

Approximately 12,250 tons Asphaltic Concrete Binder Course

Per Ton (Primary Bid) \$ _____

Per Ton (Secondary Bid) \$ _____

TOTAL FOR ESTIMATED 12,250 TONS - Primary Bid

_____ Dollars \$ _____

ITEM 3

Approximately 1500 tons Asphaltic Concrete Base Course.

Per Ton (Primary Bid) \$ _____

Per Ton (Secondary Bid) \$ _____

TOTAL FOR ESTIMATED 1,500 TONS

_____ Dollars \$ _____

TOTAL BID ITEMS 1, 2, AND 3 - PRIMARY BID

Dollars \$ _____

IMPORTANT - PLEASE NOTE

Please provide a price to start up the asphalt plant in the months of January and February when you would not normally be operating, in order to provide the City with a small quantity of hot plant mix asphalt.

\$ _____

CONTRACT WILL BE AWARDED ON THE TOTAL BID ITEMS 1, 2, AND 3 - PRIMARY BID.

Primary price will be paid to successful bidder who will be required to sign a contract with the City for the full dollar amount of Items 1, 2, and 3.

INASMUCH THAT CITY PAVING PROJECTS ARE TO BE COMPLETED IN A TIMELY FASHION FOR THE BENEFIT OF THE CITIZENS AND VEHICULAR TRAFFIC OF WINSTON-SALEM, IT IS IMPORTANT THAT ASPHALTIC MATERIALS BE AVAILABLE ON REQUEST. THE PRACTICE OF PULLING CITY TRUCKS FROM THE RECEIVING LINE OR PLACING COMPANY TRUCKS AHEAD OF CITY TRUCKS IS UNACCEPTABLE EXCEPT IN EXTREME EMERGENCIES AND THEREFORE WILL NOT BE TOLERATED AND WILL BE CAUSE FOR IMMEDIATE CONTRACT TERMINATION.

PLEASE NOTE:

Prices quoted shall be firm and not subject to an increase during the contract period through December 31, 2010. Bidders not successful for the primary contract must agree, by submission of this bid, to sell the products listed at the secondary bid price for the duration of the contract. A blanket purchase order will be issued to the primary supplier for the period January 1, 2010 thru June 30, 2010 and July 1, 2010 thru December 31, 2010.

IF THE CITY IS REQUIRED TO BUY ASPHALT FROM A SECONDARY SUPPLIER AFTER GIVING A 24 HOUR NOTICE TO THE PRIMARY SUPPLIER CONCERNING THE TYPE AND AMOUNT OF ASPHALT NEEDED, THE PRIMARY SUPPLIER WILL BE REQUIRED TO REIMBURSE THE CITY FOR THE DIFFERENCE IN COST IN THE FORM OF A CREDIT TO BE SHOWN ON MONTHLY STATEMENTS.

IF THE PRIMARY SUPPLIER ONLY SUPPLIES PART OF THE ORDERED AMOUNT AFTER A 24 HOUR NOTICE, THE PRIMARY SUPPLIER WILL BE REQUIRED TO REIMBURSE THE CITY THE AMOUNT OF THE UNDELIVERED ASPHALT IN THE FORM OF A CREDIT TO BE SHOWN ON MONTHLY STATEMENTS.

IF THE PRIMARY SUPPLIER CANNOT INFORM THE CITY STREET DIVISION BY 8:00 A.M. OF EACH BUSINESS DAY ON THE TYPE OF ASPHALT BEING PRODUCED THAT DAY, THE CITY HAS THE RIGHT TO GO TO A SECONDARY SUPPLIER.

The City reserves the right to buy more or less than the quantities listed in the proposal during the contract period.

The above quoted prices shall be F.O.B. at the bidders plant, **WHICH MUST BE LOCATED WITHIN THE MUNICIPAL LIMITS OF WINSTON-SALEM.**

The City reserves the right to cancel this contract by giving thirty days notice of said cancellation in writing.

N.C. Sales Tax is not to be included in the above prices. The City will pay N.C. Sales Tax when invoiced.

It is certified that this proposal is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem.

The undersigned further agrees that in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, political affiliation or national origin.

This proposal must be signed by a responsible official of the offering company. By order of the City Council, all proposals must be signed and notarized.

COMPANY

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

WITNESS

TYPED NAME AND TITLE

FEDERAL IDENTIFICATION #

MAILING ADDRESS, (P.O. BOX OR STREET)

FAX TELEPHONE NUMBER

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

On this ___ day of _____, 20
before me _____ to me
(name)

personally known, being duly sworn, did execute the
foregoing proposal, and did so state that he/she was
properly authorized by _____
(company name)

to execute the proposal and did so on his/her free
act and deed.

SEAL

Notary Public _____
My commission expires

THE FOLLOWING INFORMATION IS REQUESTED FOR STATISTICAL PURPOSES ONLY. THE PROVISION OR OMISSION OF THIS INFORMATION WILL NOT AFFECT NOR INFLUENCE THE CITY'S AWARD OF THIS CONTRACT.

Bidder further certifies that:

We are a minority business enterprise

are not

If yes, please identify in the appropriate box below:

Black

Hispanic

Oriental

Native American Indian including Eskimos and Aleuts

We are a woman-owned business concern.

are not

Item 1

Approximately 24,000 tons of Asphaltic Concrete Surface Course

Item 2

Approximately 11,000 tons of Asphaltic Concrete Binder Course

Item 3

Approximately 1,350 tons of Asphaltic Concrete Base Course

SPECIFICATIONS: For a specified generic mix type, the bidder may furnish either a Marshall Design mix type or a Superpave Design mix type in accordance with Table A shown below. The Asphalt Plant Mix material shall be in compliance with the North Carolina Department of Transportation, Division of Highways, Standard Specifications for Roads and Structures, dated July 1, 1995 and revisions included in the Standard Special Provision titled AAshphalt Bases and Pavements (Marshall and Superpave)@, dated February 2001. Marshall mix types shall meet the applicable requirements of Section 610, 620, 630, 635, 640, and 645 of the Standard Specifications as revised. Superpave mix types shall be in accordance with Tables 1 & 2, included herein, and other related provisions included in the Project Special Provisions titled AAshphalt Concrete Plant Mix Pavements-SUPERPAVE@, dated November, 2001. All material shall be produced by an approved plant, certified by the North Carolina Department of Transportation, and operating in compliance with Article 610-5, Asphalt Mixture Production.

Copies of the above noted Project and Standard Special Provisions are on file and available from the Department=s Construction Unit, Pavement Construction Section.

TABLE A

Generic Mix Type	Acceptable Mixes	
	Marshall Mixes	Superpave Mixes
Surface Course	ACSC, Type I-1, I-2	S 9.5A, SF 9.5A, S 9.5B
Binder Course	ACBC, Type H	I 19.0B
Base Course	ACBC, Type HB	B 25.0B

TABLE 1

SUPERPAVE AGGREGATE GRADATION REQUIREMENTS

Standard Sieve (mm)	Percent Passing Criteria (Control Points) Nominal Maximum Sieve Size											
	4.75 mm (a)		9.5 mm		12.5 mm		19.0 mm		25.0 mm		37.5 mm	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
50.0												100.0
37.5										100.0	90.0	100.0
25.0								100.0	90.0	100.0		90.0
19.0						100.0	90.0	100.0		90.0		
12.5				100.0	90.0	100.0		90.0				
9.50		100.0	90.0	100.0		90.0						
4.75	90.0	100.0		90.0								
2.36	65.0	90.0	32.0 (b)	67.0 (b)	28.0	58.0	23.0	49.0	19.0	45.0	15.0	41.0
1.18												
0.600												
0.300												
0.150												
0.075	4.0	8.0	4.0	8.0	4.0	8.0	3.0	8.0	3.0	7.0	3.0	6.0

Restricted Zone Guidelines												
4.75									39.5	39.5	34.7	34.7
2.36			47.2	47.2	39.1	39.1	34.6	34.6	26.8	30.8	23.3	27.3
1.18			31.6	37.6	25.6	31.6	22.3	28.3	18.1	24.1	15.5	21.5
0.600			23.5	27.5	19.1	23.1	16.7	20.7	13.6	17.6	11.7	15.7
0.300			18.7	18.7	15.5	15.5	13.7	13.7	11.4	11.4	10.0	10.0

- (a) For Type S 4.75A, a minimum of 50% of the aggregate components shall be manufactured material from the crushing of stone.
- (b) For Type SF 9.5A, the percent passing the 2.36mm sieve shall be a Minimum of 60% and a maximum of 70%.

TABLE 2

SUPERPAVE MIX DESIGN CRITERIA

Mix Type	Design ESAL's (million s) (a)	Binder PG Grade	Compaction Levels			Volumetric Properties (c)				Consensus Aggregate Properties			
			No. Gyration @			VMA	VFA	VTM	%G _{mm} @ N _{ini}	CAA	FAA	SE	F&E
			N _{ini}	N _{des}	N _{max}	% Min.	% - %	% - %	%	% Min.	% Min.	% Min.	% Max.
S-4.75A	< 0.3	64 B 22	6	50	75	20.0	--	7.0-15.0	--	--	40	40	--
SF-9.5A	< 0.3	64 B 22	6	50	75	16.0	70 - 80	4.0-6.0	, 91.5	75 / -	40	40	--
S-9.5A	< 0.3	64 B 22	6	50	75	15.0	70 - 80	3.0-5.0	, 91.5	75 / -	40	40	--
S-9.5B	0.3 - 3	64 B 22	7	75	115	15.0	65 - 80	3.0-5.0	, 90.5	75 / -	40	40	--
S-9.5C	3 - 30	70 B 22	8	100	160	15.0	65 - 76	3.0-5.0	, 89.0	95/90	45	45	10
S-12.5B	< 3	64 B 22	7	75	115	14.0	65 - 78	3.0-5.0	, 90.5	75 / -	40	40	10
S-12.5C	3 - 30	70 B 22	8	100	160	14.0	65 - 75	3.0-5.0	, 89.0	95/90	45	45	10
S-12.5D	> 30	76 B 22	9	125	205	14.0	65 - 75	3.0-5.0	, 89.0	100/100	45	50	10
I-19.0B	< 3	64 B 22	7	75	115	13.0	65 - 78	3.0-5.0	, 90.5	75 / -	40	40	10
I-19.0C	3 - 30	64 B 22	8	100	160	13.0	65 - 75	3.0-5.0	, 89.0	95/90	45	45	10
I-19.0D	> 30	70 B 22	9	125	205	13.0	65 - 75	3.0-5.0	, 89.0	100/100	45	50	10
B-25.0B	< 3	64 B 22	7	75	115	12.0	65 - 78	3.0-5.0	, 90.5	75 / -	40	40	10
B-25.0C	> 3	64 B 22	8	100	160	12.0	65 - 75	3.0-5.0	, 89.0	95/90	45	45	10
B-37.5C	> 3	64 B 22	8	100	160	11.0	65 - 75	3.0-5.0	, 89.0	95/90	45	45	10
All Mix Types	Design Parameter					Design Criteria							
	1. %G _{mm} @ N _{max}					, 98.0%(d)							
	2. Dust to Binder Ratio (P0.075 / Pbe)					0.6 - 1.4							
3. Tensile Strength Ratio (TSR)					85% Min. (e)								

NOTES: (a) Based on a 20 year design period.

(c) Volumetric properties based on specimens compacted to N_{des} as modified by the NCDOT.

(d) Based on specimens compacted to N_{max} at selected optimum asphalt binder content.

(e) AASHTO T 283 Modified (No Freeze-Thaw Cycle required). TSR for Types S 4.75, B-25.0 and B-37.5 shall be 80% minimum.

(f) Mix Design Criteria for Types S 4.75 and SF 9.5A may be modified, subject to approval by the Engineer.

CITY OF WINSTON-SALEM, NC
GENERAL CONDITIONS AND INSTRUCTIONS

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the special conditions.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must prepare two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After the installation is completed, the supplier shall instruct the designated City, personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or rework any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurbishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. Withholding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.

13. In accordance with State Law (GS 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.
14. Taxes:
 - A. Federal: The City is exempt from Federal Excise Taxes. The City, will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.
 - B. State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.
16. Alternate items that are not outlined in the attached specifications may be bid, but must be accompanied by complete factory specifications and descriptive pamphlets, and must be clearly designated as an alternate bid.
17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.
18. All bids must be firm and not subject to increase.
19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
20. The unit price as well as total price for each item must be listed for purposes of individual evaluation.
21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
22. No special inducements will be considered that are not a part of the original bidding document.
23. BID DEPOSIT REQUIREMENTS: A bid bond is not required for this bid.
24. PERFORMANCE BOND REQUIREMENTS: A performance bond is not required for this bid.

25. The award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City. The bid deposit shall be retained if the bidder fails to execute the contract or give satisfactory surety as required by N.C.G.S. 143-129.
26. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
27. It is the policy of the city of Winston-Salem that a City employee, officer or agent of the City may not participate in personal services or construction in which contract or the subcontractor, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.
28. The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
29. Bids are to be submitted in a sealed envelope on the form provided; facsimile transmission (fax machine) bids are not acceptable.
30. In the event that the bidder's line item total price does not equal the product of the quantity specified multiplied by the unit price quoted, then the line item total price shall be disregarded and the unit price shall be accepted as the correct bid offering. The line item total price and the grand total price shall then be adjusted accordingly.
31. Bid response must be on the forms provided in this document.
32. This bid must be signed by a responsible official of the bidding organization. By order of the City Council, bid signatures must be notarized.