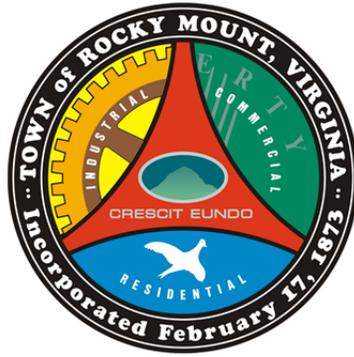


TOWN OF ROCKY MOUNT
345 DONALD AVE.
ROCKY MOUNT, VIRGINIA 24151

540.483.7660
FAX : 540.483.8830

E-MAIL: MHANKINS@ROCKYMOUNTVA.ORG
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TOWN COUNCIL
STEVEN C. ANGLE, *MAYOR*
GREGORY B. WALKER, *VICE MAYOR*

BOBBY M. CUNDIFF BOBBY L. MOYER
MARK H. NEWBILL JON W. SNEAD
BILLIE W. STOCKTON

MATTHEW C. HANKINS
Assistant Town Manager
Director, Community Development

Town of Rocky Mount Invitation To Bid Street Paving, Fiscal Year 2017

The Town of Rocky Mount invites qualified paving contractors to submit sealed bids for paving services for the current fiscal year. The Town has identified public streets to receive asphalt overlays in accordance with Virginia Department of Transportation standards.

Interested bidders may receive a list of streets to be paved and specifications by contacting the Town Manager's Office Monday - Friday between 8 a.m. and 5 p.m at (540) 483-7660, or by emailing rdillon@rockymountva.org. Bid documents are also available on the Town's website at www.rockymountva.org.

Bidders will be required to submit sealed bids using standard forms provided in the specification packet. An optional pre-bid meeting will be held Wednesday, September 28, 2016 at 2:00 p.m. at the Rocky Mount Municipal Building, 345 Donald Avenue, Rocky Mount.

Sealed bids must be received no later than 2:00 p.m., Thursday, October 6, 2016, in the Town Manager's Office, 345 Donald Avenue, Rocky Mount, Virginia 24151, where they will be opened and read aloud.

The Town reserves the right to reject any and all bids or to alter the number of streets to be paved upon final bid and negotiation with the successful bidder. The expected bid award date is Monday, October 17, 2016. The Town of Rocky Mount is an equal opportunity offeror.

C. James Ervin
Town Manager

Invitation for Bids (IFB) for Fiscal Year 2016 Street Repaving and Milling

The Town of Rocky Mount (herein after "Town") seeks the services of licensed and experienced paving contractors (herein after "Bidder") to perform repaving and milling of various Town streets identified on the attached Bid Sheet titled "Town Of Rocky Mount - Fiscal Year 2016-17 - STREET PAVING BID SHEET" (herein after "Bid Sheet"). This includes an estimated 26,199 feet of Town streets of varying widths for an estimated 23,002 tons of asphalt, including bid alternates. Actual distances, widths and asphalt types are listed on the Bid Sheet. The Town will reduce the final overall tonnage to fit the available budget.

GENERAL CONDITIONS:

1. All locations listed on the Bid Sheet. Streets with curbing and or intersections with asphalt that is not being repaved must be milled.
2. Asphalt type as specified on the Bid Sheet must be used. Certification sheets from the plant supplying the mix must be turned in with each invoice.
3. An optional pre-bid conference will be held on Wednesday, September 28, 2016 at 2:00 p.m. at Rocky Mount Town Hall, 345 Donald Avenue, Rocky Mount, Va. Additional questions related to aspects of the work may be address to Matthew Hankins, Interim Director of Public Facilities, at (540) 483-0907 prior to the bid deadline.
4. By submitting their Bids, Bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, and §11-51 of the Virginia Public Procurement Act.
5. During the performance of any contract resulting from this IFB, the contractor agrees as follows:
 - A) The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B) The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purpose of these requirements.
 - D) The Bidder shall include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
6. Bidder will need to provide all materials and labor, including flagging and traffic control.
7. The Town will be responsible for raising all manholes and valve boxes prior to paving. The Town will also be responsible for any line painting. The Town will also

provide a qualified inspector to check and verify quantities of material and quality of work in accordance with specifications.

8. A contract will be awarded on a total project per-ton bid. The Town reserves the right to add/remove streets based on budget availability or negotiations with selected Bidder.

9. All paving work must be completed on a schedule acceptable to the Town unless prior approval is granted by the Town Manager due to unexpected delays or weather problems.

10. Bidders shall be pre-qualified for paving by the Virginia Department of Transportation.

11. All work, equipment, methods and materials shall conform to VDOT specifications as included in the Virginia Department of Transportation Road and Bridge Specifications, 2002, related to the following:

- Asphalt Concrete Pavement
- Asphalt Concrete
- Smoothness and rideability
- Appearance
- Compaction
- Pounds per square yard
- Traffic control/flagging
- Safety

12. The Town retains the right to provide its own inspection and testing services at any point during the contract period and issue on-site stop orders should material and/or workmanship appear to the inspector to be below minimum VDOT specifications.

13. Milling must be performed such that asphalt abuts adjoining curbs and areas not repaved evenly.

BIDS:

The Town will accept bids until the 2:00 p.m. on Friday, October 7, 2016. Bids should, at a minimum, include the following information:

1. The Bid Sheet as supplied by the Town shall be used by the Bidder and shall be typed, or handwritten using ballpoint pen, and submitted in sealed envelopes clearly marked: "Town Paving, Sealed Bid". Facsimile copies will not be accepted unless properly sealed and marked.
2. The name, address and contractor license number of the business submitting the bid.
3. Bids must be signed in ink by a person authorized to act on behalf of the contractor.
4. A letter of authorization from the bidding company to bind the company on the bid figure as of the time and date the award is to take effect. Bids without a letter of authorization of the company submitting the bid cannot be considered.
5. All bids should include a list of five commercial or municipal customers located within a 100- mile radius of the Town of Rocky Mount, Virginia, to be used as potential references. This listing should include name, address, telephone number and contact person. Work must be performed for these customers within the past five years.

6. Bids should include an affirmative statement that the contractor is in and will remain in compliance with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, and §11-51 of the Virginia Public Procurement Act.
7. Bids should include an affirmative statement that the conditions specified in the GENERAL CONDITIONS Section 5.A, 5.8, 5.C and 5.D will be complied with.
8. All bids must be submitted with a valid copy of the contractor's Virginia State Contractors License.
9. All bids must be easy to read, interpret and compare with other bids. Any deviations from the Town's requirements must be fully explained in writing.
10. All requests for inspection can be made by contacting:
 - i. Brian Schofield, Public Works Superintendent, 540-483-1320.
 - ii. Matthew C. Hankins, Interim Director of Public Facilities, 540-483-0907.
11. All contractors will be required to obtain a business license in compliance with the Code of the Town prior to beginning work.

Sealed bids must be sent or delivered, prior to the deadline, to:

C. James Ervin
Town Manager
345 Donald Avenue
Rocky Mount, VA 24151

NOTICE OF AWARD and NOTICE TO PROCEED:

After the regular Rocky Mount Town Council meeting of October 17, 2016, the Town will issue a Notice of Intent to Award to a Bidder. That Bidder will have five business days to supply the Town with the following documents:

- An irrevocable Letter of Credit to the Town, or bonding, in an amount at least equal to the bid price.
- A Certificate of Insurance for Workman's Compensation and General Liability coverage naming the Town as an additional insured in an amount not less than \$1,000,000 (one million dollars).

If the Bidder selected fails to provide these documents within five business days, the Town will rescind the Notice of Intent to Award and may, at the Town's option, issue a Notice of Intent to Award to another Bidder.

Upon receipt of the required forms, the Town will issue a Notice to Proceed to the Bidder. Upon receipt of this notice, the Bidder may commence work.

GENERAL TOWN IFB TERMS AND CONDITIONS:

1. The Bidder in this section refers to the firm, entity, or individual submitting a bid to the Town.

2. Bids shall be submitted at the place and time specified in this IFB. Submit the bid in an opaque, sealed envelope. Identify the envelope with project name, and the name and address of the Bidder. No responsibility will be attached to any Officer or Agent for the premature opening of a bid not properly addressed and identified.

3. It is the responsibility of the Bidder to assure that the bid is delivered to the place designated for receipt of bids prior to the closing time set for receipt of bid. No bid received after the time designated shall be considered. The Officer or Agent, whose duty it is to accept the bids, will decide when the specified time has arrived.

4. If any respective Bidder has questions about the specifications or other solicitation documents, the Bidder should contact the individual which is named on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Town.

5. The Bidder is advised that oral explanations or instructions given by Town personnel during the IFB process, or at any time prior to the award, shall be non-binding.

6. Persons intending to submit a bid are specifically cautioned that the Bidder is barred from pleading misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same.

7. Modifications, additions or changes to the Terms and Conditions of this request by the Bidder may be cause for rejection.

8. Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

9. Payment for completed, approved work will be made within 30 days upon receipt of the invoice.

10. In the case of default by the successful Bidder or failure to deliver goods/services ordered by the time specified, the Town, after due written notice, may procure them from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. If a letter of credit or bond has been required, the Town may proceed to collect from the issuing agency.

11. By submitting their bids, the Bidders certify that their bids are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12. By submitting their bids, the Bidders certify that they do not and will not during the performance of any contract resulting from this IFB employ illegal alien workers, or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

13. By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of

goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

14. The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services proposed, and the Bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, the Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract.

15. Upon award of a contract, it shall not be assignable by the Bidder, in whole or in part, without the written consent of the Town.

16. Changes to any contract resulting from this IFB can be made in any of the following ways:

A) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B) The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing of shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Compensation shall be determined by one of the following methods:

i. By mutual agreement between the parties in writing; or

ii. By agreeing upon a unit price or using a unit price set forth in the contract; or

iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized.

17. The Town reserves the right to reject any or all bids, in whole or in part, to make separate awards, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Town to be in its best interest. Due consideration will be given to price, previous experience, and the ability of the Bidder to render required services. The Town also reserves the right to conduct any tests it may deem advisable and to make all evaluations.

18. Indemnification - The Bidder agrees, to the fullest extent of the law, to indemnify and hold the Town harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees arising out of or incidental to the performance of the Bidder's duties and responsibilities under any agreement that results from this request for bids. This covenant of indemnity shall continue notwithstanding any revocation or termination of any agreement that results from this request for bids. The Bidder shall be given prompt notice of any claims, demands or causes of action, and reasonable opportunity to defend the same.

19. Insurance - The Bidder shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and content

satisfactory to the Town, and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

- A) Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the Town and such other persons as the Town shall designate against any liability imposed by law upon the Town, the Bidder, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or in consequence of any act or omission of any act by an employee or agent of the Bidder. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate, and bodily injury liability to include: premises operations products, complete operations, contractual and broad form property damage. THE TOWN MUST BE LISTED AS AN "ADDITIONAL INSURED".
- B) Worker's Compensation and Other Insurance - The Bidder shall carry such Worker's Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

Upon award, the Bidder shall provide the Town with a certificate of insurance. Policy coverage shall be maintained during the entire term of the contract.

20. The Town reserves the right to cancel any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Bidder. Any contract cancellation notice shall not relieve the Bidder of the obligation to deliver and/or perform on all outstanding orders prior to the date of cancellation.

21. It is understood and agreed between the parties that the Town shall be bound only to the extent of the funds available, or which may become available, for the purpose of any agreement or contract that may result from this IFB.

Town of Rocky Mount - Fiscal Year 2016-17 Street Paving Bid Sheet

Priority	Street	Start Point	End Point	Street Type	Action Required	Lanes	Length (feet)	Av. Width	Est. Tons	Milling Price	Paving Price	Total Price	Price Per Ton
1	Donald	Court Street	Tanyard	Connector	Mill, Pave	3	2300	30	2013				
1	Tanyard	South Main	Donald	Connector	Mill, Pave	4	1600	36	1408				
1	Tanyard	Donald	Pell	Connector	Mill, Pave	4	1875	36	1688				
1	South Main	Tanyard	High	Arterial	Mill, Pave	4	500	40	750				
1	Pendleton	whole	length	Residential	Pave	2	1040	17	442				
1	Noel	whole	length	Residential	Pave	2	380	21	200				
1	School Board	Old Franklin Tpk.	450 feet	Connector	Pave	3	450	40	653				
1	Old Franklin Turnpike	BTW Highway	Walmart	Arterial	Mill, Pave	5	2525	60	5682				
1	North Main Street	Goodwill	Sycamore	Arterial	Mill, Pave	4	2265	43	2413				
1	West College	whole	length	Residential	Pave	2	1444	18	650				
1	State Street	South Main	Industrial	Connector	Mill, Pave	2	2720	24	1875				
					Totals		17099		17774				
Bid Add Alternates													
2	Byrd	whole	length	Residential	Pave	2	2064	20	1032				
2	Woodlawn	whole	length	Residential	Pave	2	1393	21	627				
2	Diamond	Franklin	Spring	Collector	Mill, Pave	2	958	14	383				
2	Glenwood	Scuffling Hill	Cul-de-sac	Arterial	Pave	2	2500	30	1875				
2	Hatcher	Franklin	Dent	Connector	Pave	2	2185	24	1311				
							Totals, Bid Alternates		9100				

Milling expected to be 4" deep at gutter. Bid per ton to include milling at depths determined to be needed at the time of work
 Asphalt base is BM25. Asphalt topping is SM 9.5A.

Primary Bid Total _____
 Bid Alternates Total _____
 Total Bid _____
 Company _____
 Name (Print) _____
 Signature _____

Date _____