



NOTICE TO BIDDERS

**REQUEST FOR BIDS (RFB) FOR
ASPHALT CONCRETE PLANT MIX**

TOWN OF CHAPEL HILL, NORTH CAROLINA

BID:	P27-08
TITLE:	Asphalt Concrete Plant Mix
FROM:	Lenore Bishop, Purchasing and Contracts Manager
NOTICE DATE:	September 9, 2026
SUBMISSION DATE:	September 25, 2026, at 11:00 AM EST

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for the purchase of **ASPHALT CONCRETE PLANT MIX** for the Town of Chapel Hill, North Carolina, will be received by the Purchasing and Contracts Manager in Town Hall in Room # 102, 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514, until **Friday, September 25, 2026 at 11:00 AM EST**, at which time they will be publicly opened and read.

All requests for interpretations related to this RFB must be submitted in writing to Greg Ling, at gling@chapelhillnc.gov by **4:00 PM EST on September 15, 2026**. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the Town's website on September 18, 2026.

Questions pertaining to the bidding procedures should be directed to the Purchasing Office at (919) 969-5022.

The Town of Chapel Hill reserves the right to reject any and all bids and to accept the bid most favorable to the Town of Chapel Hill.

BID TERMS, CONDITIONS, AND REQUIREMENTS
ASPHALT CONCRETE PLANT MIX
BID: P27-08

1. Conditions And Requirements: (No Bid Bond Required).

Bidder should read and understand the circumstances and procedures under which this bid is let. Bidder's response to the bid signifies acceptance of the obligations and rights specified herein.

Failure to respond to any requirements outlined in this request for bid, or failure to enclose copies of the required documents, may disqualify the bid.

All bids are to be firm offers until June 30, 2027, and will be regarded by the Town of Chapel Hill bidder's best and final offer.

Payment will be made within thirty (30) days after, in the judgment of the Town of Chapel Hill, the bidder has completely delivered all materials and/or performed all the services in accordance with the requirements of the Request for bids and/or specifications.

2. BID SCHEDULE.

Bid Request Issued:	September 9, 2026
Requests for Interpretation Due:	September 15, 2026, at 4:00 PM EST
Addendum Distributed:	September 18, 2026
Bids Due:	September 25, 2026, at 11:00 AM EST
Contract Execution:	October 16, 2026

3. Questions And Addenda.

Bidders in doubt as to the meaning of any part of the terms, conditions or specifications, furnished with or referenced by these Instructions, may submit questions in writing to Greg Ling at gling@chapelhillnc.gov. All questions must be received by **4:00 PM EST on September 15, 2026**, to be answered in an addendum.

All emailed questions shall use the subject line shall read "**RFB # P27-08 - Asphalt Concrete Mix.**"

All questions and responses will be compiled and issued as an addendum posted to the Town's website at www.chapelhillnc.gov by Friday, September 18, 2026.

4. Bid Submission.

All bids must be typewritten or printed in ink. All items must be completed. Failure to do so may disqualify the entire bid. In case of conflict, unit prices will take precedence over unit price extensions.

Bids shall be submitted on the Formal Bid Proposal Form, furnished with the specifications, in a sealed envelope addressed to the Town Purchasing and Contracts Manager, Lenore Bishop, 405 Martin Luther King Jr. Boulevard, Chapel Hill, N. C. 27514, and clearly marked "**BID # P27-08 – ASPHALT CONCRETE PLANT MIX.**" All bids shall be signed by an authorized official of the firm.

5. Bid Opening.

All bids received will be opened promptly and read at 11:00 AM EST on September 25, 2026. Late bids will not be considered.

The bid opening will be held in Room # 102, Town Hall, 405 Martin Luther King Jr. Blvd. Chapel Hill, NC 27514.

Please allow extra time for parking as it may be necessary to park at the Rosemary Street Parking Deck located at 150 E. Rosemary Street, approximately two (2) blocks from Town Hall.

6. Bid Award.

Factors to be considered in awarding the bid will be the price, quality, and time required to make delivery. The award shall be made to the lowest responsive, responsible bidder. The contract will be awarded after evaluation of all bids has been made.

7. Town's Rights and Options.

The Town of Chapel Hill reserves the right to reject any or all bids, waive minor technicalities, and to be the sole judge of the suitability of the materials for the use by the Town for intended purposes, and to accept the bid most favorable to the Town.

8. Preparation Costs.

The Town of Chapel Hill will not pay any cost associated with the preparation, submittal, or evaluation of any bid.

9. Open Records.

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Records Law, NCGS Chapter 132.

BID SPECIFICATIONS
ASPHALT CONCRETE PLANT MIX
BID: P27-08

1. Contract Term.

The contract for this project shall be from the completed signing of the contract until June 30, 2027. This contract may be extended by one (1) year with an amendment if mutually agreeable to both parties (Town of Chapel Hill and the Contractor) at the same unit prices.

2. Specifications For Asphalt Concrete Plant Mix.

The Town of Chapel Hill is soliciting bids for the following:

1. Approximately 100 Tons of Asphalt Concrete Plant Mix Type S9.5B
2. Approximately 2,000 Tons of Asphalt Concrete Plant Mix Type I19.0C
3. Approximately 10 Tons of Asphalt Concrete Plant Mix Type B25.0C

NOTE: All mix and mix designs for asphalt will comply with the (North Carolina Department of Transportation) NCDOT 2024 Standard Specifications for Roads and Structures (Section 610) and have a job mix formula approved by NCDOT. Complete DOT specifications may be obtained from the link below:

[NCDOT Standard Specifications for Roads and Structures \(2024\)](#)

3. Special Terms And Conditions.

Because the Town picks up asphalt at the supplier's plant rather than the asphalt being delivered to the job site, the Town incurs additional costs for transporting the asphalt. **The Town will factor in transportation costs from Town Operations Center to the asphalt plant to help determine the lowest bid.**

In the event an S9.5B mix is not available, the Town reserves the right to purchase an S9.5C mix at the S9.5B contract price.

The quantities shown on the Formal Bid Proposal Form are estimates only. The Town of Chapel Hill reserves the right to increase or decrease the estimated quantities of any or all items by (25%) without a change in unit price.

North Carolina Sales Tax shall be shown as a separate item on the Formal Bid Proposal Form.

4. Price Adjustments.

Prices may be adjusted in accordance with the NCDOT process based on the NCDOT Monthly Terminal F.O.B. Asphalt Binder Price. The base price will be the price listed for the month in which the bid opening occurs. The Town's Streets Supervisor should be notified in a timely manner of any price increases or decreases. Estimated quantities may be affected by pricing changes.

FORMAL BID PROPOSAL FORM

**ASPHALT CONCRETE PLANT MIXES
TOWN OF CHAPEL HILL, NORTH CAROLINA
BID: P27-08**

The undersigned bidder declares that the Terms and Requirements, Special Terms and Conditions, and Specifications have been thoroughly examined and bidder is informed fully with regard to all of the terms and conditions pertaining hereto and agrees that if bid is accepted within thirty (30) days, bidder will supply product and services as required under these specifications at the prices set forth below.

ITEM I:

Approximately 100 Tons of Asphalt Concrete Plant Mix Type S9.5B

UNIT PRICE PER TON \$ _____

TOTAL ESTIMATED FOR 100 TONS \$ _____

ITEM II:

Approximately 2,000 Tons of Asphalt Concrete Plant Mix Type I19.0C

UNIT PRICE PER TON \$ _____

TOTAL ESTIMATED FOR 1,200 TONS \$ _____

ITEM III:

Approximately 10 Tons of Asphalt Concrete Plant Mix Type B25.0C

UNIT PRICE PER TON \$ _____

TOTAL ESTIMATED FOR 10 TONS \$ _____

TOTAL COST:

TOTAL OF ITEMS I, II, and III \$ _____

N. C. SALES TAX \$ _____

ADDITIONAL PRICING:

Is bidder's plant open year-round? _____ Yes _____ No

IMPORTANT: If no, 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 Town with a small quantity of hot plant asphalt.

\$ _____

Price will be paid to successful bidder who will be required to sign a contract similar to the attached sample contract with the Town for the full dollar amount of the three (3) items above.

The contents of this bid are known to no one outside the undersigned company. It is certified that this bid is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the Town of Chapel Hill.

FIRM: _____

ADDRESS: _____
(Street or PO Box) (City, State, Zip Code)

SIGNATURE: _____ **TITLE:** _____

PRINT OR TYPE NAME: _____

TELEPHONE #: _____ **DATE:** _____

EMAIL: _____

SAMPLE CONTACT

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

**CONTRACT FOR
{DESCRIPTION OF MATERIAL TO BE
PROVIDED UNDER THIS CONTRACT}**

This Contract is made and entered into by and between the “Town of Chapel Hill,” herein “Town,” and “{Contractor’s Full Legal Name},” herein “Contractor,” for the materials as described in this agreement.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to provide the materials described in Exhibit A, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s materials as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Billing and Payment: The Contractor shall submit an invoice to the Town for the materials provided under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibits, attachments, or subsequent purchase orders that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.
6. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy

limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: If the terms of any exhibits, attachments, or subsequent purchase orders are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied

or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.

17. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
18. Term: This Contract, unless amended as provided herein, shall be in effect until _____, 20____. Any renewal provisions that may be contained in any exhibits, attachments, or subsequent purchase orders are void and without effect.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto cause this Contract to be executed in their respective names.

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

Town Clerk attests this the _____ day of _____ 20 ____ .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

DATE