

# **IFB FY 26-01: Asphalt Overlay & Traffic Marking**

This work consists of the asphalt milling, overlay and traffic marking of streets in the Town of South Hill.

**Town of South Hill**  
211 South Mecklenburg Avenue  
South Hill, VA 23970  
Telephone: 447-3191  
Fax: 447-5064

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**Section I - Advertisement**

Sealed bids will be received by the Town of South Hill, Virginia at the South Hill Town Hall, 211 South Mecklenburg Avenue, South Hill, VA 23970 for IFB FY 26-01: Asphalt Overlay and Traffic Marking at 2:00 p.m. on **Wednesday, March 25, 2026.** Performance and payment bonds will be required of the successful bidder.

A bid bond of 5% of the total bid will be required.

The work consists of the asphalt milling, overlay, and traffic marking on the streets noted in the Bid Form on page 26 of the bid packet. On the date and time specified above, the bids will be opened and read aloud.

Copies of the bid forms and specifications are available from the Administrative Offices of the Town of South Hill at the above address, or by calling (434) 447-3191 during normal business hours (8:30 a.m. - 5:00 p.m. M-F, except holidays).

The Town of South Hill reserves the right to reject any and all bids or to accept the bid which, in its judgment, will be in its best interest.

**NO BID MAY BE WITHDRAWN FOR A PERIOD OF FORTY-FIVE (45) DAYS SUBSEQUENT TO THE DATE OF THE BID OPENING.**

Any bid may be withdrawn PRIOR to the scheduled time for bid opening or authorized postponement thereof.

**Envelopes shall be clearly marked on the outside “Sealed Bid” and show the IFB number, IFB subject, opening time, opening date, and Contractor’s registration number. The Town will NOT accept emailed or faxed bid packages. Bids that are emailed or faxed will be destroyed and not considered as a responsive bid.**

Bids shall be submitted **IN DUPLICATE** to:

BY USPS:  
Town of South Hill  
Attn: C J Dean  
211 S. Mecklenburg Avenue  
South Hill, VA 23970

or BY Physically delivering to:  
Town of South Hill  
Attn: C J Dean  
111 East Danville Street  
South Hill, VA 23970

PUBLICATION: The Mecklenburg Sun

**Section II - Purpose and Scope**

**PURPOSE:**

The purpose of this Invitation for Bid (IFB) and the resulting contract / purchase order is to obtain the services of a qualified licensed contractor having experience in the removal and placement of asphalt and traffic markings in accordance with the specifications attached herein.

**SCOPE:**

This contract shall cover the total cost of all labor, insurance, permits, materials, personnel, transportation, supplies, traffic control, etc., as necessary for or incidental to the performance of the work as follows and in accordance with the specifications, terms and conditions as specified herein.

The work shall consist of the milling of old asphalt, placement of new asphalt, and painting of traffic markings in accordance with the specifications and time schedule.

**Section III - Qualifications**

The Contractor shall provide the following if they have not performed work for the Town of South Hill in the last two (2) years: names, addresses, and telephone numbers of at least three (3) other firms or governmental agencies for whom this type of work has been performed in the past twelve (12) months. **This information is to be filled out on Attachment A, which must be submitted with the bid - in duplicate.**

The Town of South Hill will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the services into which he may have entered with the Town or with other public bodies or corporations; and, the Town of South Hill expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers, or employees.

The Town of South Hill will make an investigation as to the ability of the bidder to perform the work. The Town of South Hill reserves the right to reject any bid, if the evidence submitted by, or investigation of the bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**Section IV - Terms and Conditions**

**MANDATORY TERMS AND CONDITIONS**

Requirements in this subsection have been specified as mandatory and must be met to the degree stated in these specifications in order for the bid to receive further consideration. Bids which fail to meet ALL of the mandatory requirements may be considered unacceptable and may not be considered for selection.

The Town’s General Terms and Conditions, which are a separate Attachment C to these specifications, must be met and part of the contract for the services.

Final acceptance of purchase will depend on the successful completion of all necessary work as specified.

The bidders shall state on the Official Town Bid form the cost of each of the items as outlined.

All attachments to this solicitation are incorporated into this Section and therefore, are considered by the Town to be mandatory requirements.

- a. Measurements - The bidders are responsible for visiting the sites and verifying the locations and the measurements specified in this solicitation.
- b. Progress Schedule – Upon receiving the “Notice of Award” the Contractor shall proceed according to the following schedule (calendar days): 1) 10 days – complete and submit all necessary paperwork (insurance, bonds, etc); 2) No asphalt work will be performed during the period of November 15th to April 1st without the expressed written permission of the Town; and 3) All work must be completed on or before June 1, 2021. The Contractor shall coordinate the exact work schedule with the Public Works Director or his designee.
- c. Contract Extension - The Contractor shall perform fully, entirely and in a satisfactory and acceptable manner the work contracted, by **JUNE 30, 2026**. Penalties will be assessed against the contractor beginning with the any work that is not actually completed by **June 30, 2026**. No asphalt work will be performed during the period of November 15th to April 1st without the expressed written permission of the Town.

Any requests for time extensions, due to unforeseeable delays beyond the contractor’s control and without the fault or negligence of the Contractor, shall be made in writing to the Town within ten (10) days from the beginning of such delay. All requests will be judged on their individual merit and it must be understood that weather not considered unusually severe will not necessarily be justification for a time extension.

d. Modification of Contract - The Town may, upon mutual agreement with the contractor, issue written modifications to the scope of work of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$30,000 or 25% of the contract, whichever is greater, without the written approval of the Mayor and Council.

e. Insurance - The Contractor shall provide the Town with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

Worker's Compensation - Standard Virginia Worker's Compensation Policy

Broad Form Comprehensive General Liability - \$1,000,000

Automobile Liability - \$500,000 Combined Single Limit

THE TOWN OF SOUTH HILL IS TO BE NAMED AS AN ADDITIONAL INSURED AND THIS IS TO BE NOTED ON THE CERTIFICATE OF INSURANCE.

The policy shall be delivered to the Town PRIOR to the start of any work. A thirty (30) day written notice of cancellation or non-renewal shall be furnished by the certified mail to the Town at the address indicated on the solicitation.

The signature of the Contractor on the proposal constitutes certification that, if awarded the contract, the Contractor shall obtain the required coverage as specified herein within ten (10) days of the notification of award.

A copy of a Sample Certificate of Insurance is attached to this document as Attachment B for your review.

f. Hold Harmless Clause - Bids shall provide for the contractor holding harmless the Town of South Hill and representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or its employees, or from any claim or amounts arising or recovered under any law, bylaw, ordinance, regulation, or decree.

g. Laws and Regulations - The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the performance of this work.

The Contractors and Subcontractors shall comply with the Virginia Contractor's Registration Law, Title 54, Chapter 7, Code of Virginia (1950) as amended.

All non-resident Contractors and Subcontractors submitting bids on the work described

herein shall register with the Department of Labor and Industry under the provisions of Subsection 40.1-30 of the Code of Virginia (1950) as amended.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the “right to work”, and all Contractors and Subcontractors, whether residents or non-residents of the Commonwealth, who perform work related to the project shall comply with all of said provisions.

The Contractor shall furnish the Town copies of affidavits upon request giving original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the job site under this contract.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

h. Superintendence by the Contractor - The Contractor shall be responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her.

The Contractor shall employ an English-speaking superintendent or foreman, at the work site, at all times. This person shall have full authority to act for the Contractor and in full accordance with the Public Works Director or his designee’s instructions.

The Town shall have the right to terminate the contract due to communications problems between the Contractor and / or his representative and the Town’s representative.

i. Contractor’s Title to Materials - No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

j. Warranty of Materials and Workmanship - The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.

The Contractor shall guarantee all work performed under this contract against faulty workmanship for a minimum of one (1) year. Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

k. Protection of Persons and Property - The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including the Town's employees and property and its own.

The Contractor shall use customary and reasonable precautions, including suitable protective coverings where necessary, to prevent damage to adjoining areas.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Town's property from injury or loss arising in connection with this Contract. The Contractor shall make good any damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the Town. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

l. Owner's Right to Terminate Contract - The contract may be terminated by the Town for any one of the following reasons:

1. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of his inventory;
2. Substantial evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time frame;
3. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions of time is provided, to supply enough properly skilled labor or proper materials;
4. If the Contractor should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances, or the instructions of the Town, or otherwise be in substantial violation of any provisions of the Contract;
5. Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Town;
6. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Town in the construction of the work under contract;
7. If the Contractor should fail to work on the project on a continuous basis.

Unauthorized absence of the contractor from the work area for more than a forty-eight (48) hour period shall constitute immediate cancellation of the work and procedures to finish the project utilizing any remaining funds.

Prior to termination of the Contract, the Contractor and his surety shall be notified in writing by the Town of the condition which makes termination of the contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the Contractor or his surety to correct the conditions, the Town may declare the contract terminated and notify the Contractor and his surety accordingly.

Upon receipt of the notice of termination, the Contractor shall immediately discontinue all operations. The Town may then proceed with the work in any lawful manner that they may elect until the project is final and complete.

The Town reserves the right to take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

Termination of the Contract under this section is without prejudice to any other rights or remedies of the Town.

m. Performance and Payment Bond - The following bonds or surety shall be delivered to the Town within ten (10) days of the notification of award and PRIOR to the commencement of any work and shall become binding on the parties upon the execution of the Contract:

A performance bond satisfactory to the Town, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the Town, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract Documents. The bond shall be in an amount equal to 100% of the price specified in the contract; and a payments bond satisfactory to the Town, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the Town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the Contract Documents. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract.

A prime contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such

subcontractor.

n. Contractor Registration - If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total volume of all such contracts undertaken by the bidder within any twelve (12) month period is seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a “CLASS A CONTRACTOR”. If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred twenty thousand dollars (\$120,000), the bidder is required to be licensed as a “CLASS B CONTRACTOR”. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor #: \_\_\_\_\_

Specialty #: \_\_\_\_\_

Licensed Class B Virginia Contractor #: \_\_\_\_\_

Specialty #: \_\_\_\_\_

If the bidder shall fail to provide this information on his bid and on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Town in writing when requested to do so before or after the opening of the bids, he shall be deemed to be in violation of Section 54-139 of the Code of Virginia (1950), as amended and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

o. Defective Work - All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, removed and replaced at the Contractor’s expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his expense.

After receiving formal notice from the Town, if the Contractor fails to make satisfactory repairs or to remove and replace rejected or condemned materials or work, the Town may recover for such defective work or materials on the Contractor’s bond, or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment to perform corrections and charge the cost for such to the Contractor, which costs will be deducted from any money due the Contractor.

p. Conditions at the Site, Building, or Structure - Bidders shall visit the contract work site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building, or structure, and the character and extent of existing work within or adjacent to the site. Claims, as a result of

failure to do so, will not be considered by the Town.

q. Subcontracts - The Contractor shall, as soon as practicable after the signing of the Contract, notify the Town in writing of the names of Subcontractors proposed for the principal parts of the work. The Contractor shall not employ any Subcontractor that is not responsible or otherwise suitable. The Town shall not direct the Contractor to contract with any particular Subcontractor; however, the Town may disapprove of the use of any Subcontractor deemed unsuitable.

The Contractor agrees that he is fully responsible to the Town for the acts or omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for acts or omissions of persons directly employed by him.

r. Use of Premises and Removal of Debris - The Contractor expressly undertakes, either directly or through its Subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
2. To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of the Town;
3. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

s. Work Site Damages - Any damage to the street surfaces, concrete surfaces, grass areas, trees, shrubs, or any other existing physical condition resulting from the performance of this Contract shall be repaired to the Town's satisfaction at the Contractor's expense. The cost of repair or replacement shall be included in the unit price. In the event that repair or replacement is not made prior to the final payment, sufficient funds will be retained to provide for the necessary repairs.

t. Temporary Suspension of Work - The Town shall have the authority to suspend the work wholly, or in part, for such period (s) as may be deemed necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the Contractor's failure to carry out orders given or perform any or all provisions of the Contract.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, such as, provide suitable covering to all exposed areas, where necessary.

The Contractor shall not suspend the work without the written authority from the Town and shall proceed with the work promptly when notified by the Town to resume operations. The time in which work is suspended by written order for reasons not

connected with the Contractor's failure to perform or improper performance shall not be charged against time for completion of the Contract.

u. Liquidated Damages - It is hereby understood and agreed by the Bidder that time is of the essence in the delivery of services, materials, or supplies of the character and quality specified in the bid document. In the event these specified supplies, services, or materials are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$100.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the Town, public enemy, war, embargo and fire or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the Town deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor the Town may extend the time for performance of the Contract herein specified at the Town's sole discretion for good cause shown.

v. Award - The Town will make the award on a Lump Sum basis to the lowest responsive and responsible bidder. The Town Manager or his designee reserves the right to conduct any test it may deem advisable and to make all evaluations. The Town also reserves the right to reject any or all bids, in whole or in part, 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.

w. Bid Bond - Guaranty: Each bid shall be accompanied by a bid guaranty of five percent (5%) if the amount of the bid, which shall be a certified check, cashier's check, or a bid bond from a surety company selected by the bidder that is legally authorized to do business in Virginia payable to the Town of South Hill, Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of sixty (60) days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the bid and purchase order / contract. The bid guaranty will be returned upon award of the contract.

x. Business License: The successful bidder will need to obtain an appropriate business license from the Town of South Hill, if such license has not already been obtained.

**Special Provisions**

The quantities shown on the "Town Bid Form" are for the sole purpose of comparing bids. The Town of South Hill does not guarantee, nor shall it be held liable, to purchase the quantities shown.

The contractor agrees to perform extra work when so authorized by the Town of South Hill. The extra work shall be paid at the submitted contract unit price.

**General Terms and Conditions**

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VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND / OR OTHER AWARD ISSUED BY THE TOWN OF SOUTH HILL, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS / OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS / PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS' / OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS / PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS / OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. CLARIFICATION OF TERMS - If any prospective bidder / offeror has questions about the specifications or other solicitation documents, the prospective bidder /offeror should contact the Town Manager or the Director of Municipal Services NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening / closing date. Any revisions to the solicitation will be made only by addendum issued by the Town Manager or Director of Municipal Services.

2. PREPARATION AND SUBMISSION - In order to be considered for selection, the bidder / offeror or must submit a Complete response to the INVITATION FOR BID. Two (2) copies of each bid / proposal must be submitted on the Town of South Hill bid form.

The bid proposal shall be signed by an authorized representative of the bidders' / offerors' firm and delivered to the proper location by the time and date specified on the cover page.

Bids will not be accepted through email or fax.

3. ENVELOPE IDENTIFICATION - The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID," show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION," show the IFB number, IFB subject, closing time, closing date, and offeror's name and address.

If a bid or proposal is mailed in an envelope, not identified as specified, the bidder / offeror takes the risk that the envelope may be opened inadvertently and the information compromised, which may cause the bid or proposal to be disqualified. The Town reserves the right to declare such a bid as non-responsive. Bids or proposals may be delivered by hand to the designated location.

4. LATE BIDS / PROPOSALS - Late bids or proposals will be returned to the bidder or offeror unopened, if the IFB number and return address are shown on the envelope.
5. QUOTATIONS TO BE F.O.B. DESTINATION - Quote F.O.B. destination for all competitive sealed bids. Otherwise, show the exact cost to deliver.
6. PRICING ERRORS - In case of an error in the price extension, the firm fixed unit price shall govern.
7. BID / PROPOSAL ACCEPTANCE PERIOD - Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Any bid or proposal on which the bidder or offeror shortens the acceptance period may be rejected.
8. CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING - Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Town. No bid may be withdrawn when the result would be to award the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Town denies the withdrawal of a bid, it shall notify the bidder in writing stating his decision.
9. USE OF BRAND NAME OR EQUIVALENT - Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders or offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of South Hill, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder or offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable

the Town of South Hill to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder or offeror clearly indicates in its bid or proposal that the produce offered is an "Equal" product, such bid or proposal will be considered to offer the brand name product referenced in the solicitation.

10. **SAMPLES** - Samples, if required, must be furnished free of expense to the Town of South Hill on or before the date specified; if not destroyed in examination, they will be returned to the bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, the Town's IFB number and the opening date. **DO NOT ENCLOSE IN THE BID OR ATTACH THE BID TO THE SAMPLE.**

11. **DEFAULT** - In case of failure to deliver the goods or services in accordance with the contractual terms and conditions, the Town of South Hill, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of South Hill may have.

12. **CONDITION OF ITEMS** - All items bid or proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in the bid invitation or proposal request. Verbal agreements to the contrary will not be recognized.

13. **SUBSTITUTION** - No substitutions or cancellations are permitted without prior written approval by the Town.

14. **RIGHTS OF THE TOWN OF SOUTH HILL** - The Town reserves the right to accept or reject all or any part of bids or proposals, waive minor technicalities or informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offer which serves the best interests of the Town.

15. **ANTI-TRUST** - By entering into a contract, the bidder or offeror conveys, sells, assigns, and transfers to the Town of South Hill all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of South Hill under said contract. Consistent and continued tie bidding could cause rejection of bids by the Town and / or investigation for anti-trust violations.

16. INDEMNIFICATION - The Contractor agrees to indemnify, defend and hold harmless the Town of South Hill, Virginia, its officers, agents, and employees from any claim, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods, or equipment delivered.

The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.

17. TIE BIDS - If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award will be determined by drawing lots in public.

18. PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING - No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

19. ASSIGNMENT OF CONTRACT - A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of South Hill.

20. CONTRACT DOCUMENTS - The contract entered into by the parties shall consist of the Invitation for Bid / Request for Proposal, the signed bid proposal submitted by the Contractor, the Town of South Hill's standard Purchase Order, the Mandatory / Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the "Contract Documents."

If the Contractor has a standard contract form, this form shall be submitted with the bid or proposal submission for the Town's review of its terms and conditions.

21. AWARD - The contract shall be awarded to the lowest responsive and responsible bidder. The Town Council shall award this contract.

The Town Manager or Director of Municipal Services shall sign all contract documents, and the Town Manager or Director of Municipal Services shall issue a notice to proceed to the successful bidder or offeror.

22. METHOD OF PAYMENT - Upon satisfactory delivery of the merchandise and / or the satisfactory completion of the services, all invoices and statements shall be submitted to:

Town of South Hill  
Director of Municipal Services  
211 S. Mecklenburg Avenue  
South Hill, VA 23970

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions. Please list the Town's Purchase Order Number and Account Number on each invoice.

23. ANTI-DISCRIMINATION - By submitting their bids or proposals all bidders or offerors certify to the Town of South Hill that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over ten thousand dollars in value (\$10,000) the provisions listed in (a) below apply:

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin 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 non-discrimination clause.

The Contractor, 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.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

24. ETHICS IN PUBLIC CONTRACTING - The provisions contained in Sections 11-72 through 11-80 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts

solicited or entered into the Town of South Hill. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids or proposals, all bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, or supplier, manufacturer, or subcontractor in connection with their bid or proposal, 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.

25. **CRIMINAL SANCTIONS** - The provisions referenced in Item 26 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interest Act (Secs. 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Secs. 18.2-498.1 et seq.), and Articles 2 (Secs. 18.2-498.1 et seq.) and 3 (Secs. 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interest Act.

26. **APPLICABLE LAW AND COURTS** - Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws and regulations.

27. **LABELING OF HAZARDOUS SUBSTANCES** - If the items or products requested by this solicitation are "Hazardous Substances" as defined by 3.-250 of the Code of Virginia (1950), as amended, or .1261 of Title 15 of the United States Code, then the bidder or offeror, by submitting his bid or proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder or offeror does not violate any of the prohibitions of 3.1-252 of the Code of Virginia or Title 15 U.S.C. 1263.

28. **DRUG-FREE WORKPLACE PROVISIONS**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is

prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**Section V - Attachment A - Contractor Data Sheet**

THIS SHEET MUST BE COMPLETED AND RETURNED WITH THE BID IF CONTRACTOR HAS NOT PERFORMED WORK FOR THE TOWN OF SOUTH HILL IN THE PAST TWO (2) YEARS.

**NAME OF THE COMPANY:**

QUALIFICATION OF BIDDERS: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Please indicate the length of time you have been in the business providing the type of service and / or product: \_\_\_\_\_ years \_\_\_\_\_ months.

Please provide a list of at least three (3) accounts, preferably governmental, that your firm has provided similar goods or services to in the past twelve (12) months.

<b>Name of Firm:</b>			
Street Address:			
City, State, ZIP			
Contact Person & Title:			
Telephone Number:		Fax Number:	

<b>Name of Firm:</b>			
Street Address:			
City, State, ZIP			
Contact Person & Title:			
Telephone Number:		Fax Number:	

<b>Name of Firm:</b>			
Street Address:			
City, State, ZIP			
Contact Person & Title:			
Telephone Number:		Fax Number:	



## **Section VI - Specifications**

### **Part One - Asphaltic Concrete Paving**

#### 1.1 DESCRIPTION

Work includes the placement of asphalt pavement.

#### 1.2 QUALITY ASSURANCE

Qualification of workmen: Provide at least one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of the work described in this section, and who shall be present at all times during the progress of the work of this section and shall direct work performed under this section.

All work shall be performed according to the VDOT Road and Bridge Specifications, latest edition.

#### 1.3 PRODUCT HANDLING

Protection - use all means necessary to protect paving materials before, during, and after installation and to protect the installed work and the materials of all other trades.

Replacements - In the event of damage, immediately make all repairs and replacements necessary to the approval of the Town and at no additional costs to the Town.

#### 1.4 MATERIALS

Pavement: Intermediate Course shall be VDOT IM – 19.5A Asphaltic Concrete.

Pavement: Surface Course shall be VDOT SM - 9.5A Asphaltic Concrete.

#### 1.5 EQUIPMENT

Compacting equipment - All equipment for compacting shall be self-propelled tandem rollers having a minimum weight of ten tons, except that hand-held vibrator compactors may be used in areas not accessible to rollers when specially approved in advance by the Town.

#### 1.6 PLACEMENT

Placing and spreading - Asphalt shall be uniformly placed and rolled to establish true grade not varying more than 3/8 of an inch to 10 feet from the true profile and cross- section.

1.7 COMPACTION

Procedure:

1. Compact from sides to center, overlapping by at least one-half width of rear wheel on successive trips. Alternate trips shall be of slightly different lengths.
2. In areas inaccessible to rollers, mechanical or hand tampers may be used subject to the approval of the Town of South Hill.
3. Compaction shall continue until roller marks are eliminated, and a smooth and unyielding surface emplaced, true to the thickness designated.

1.8 CLEANING

Upon completion of all work of this section, remove from the job site all excess materials, debris, and all tools and equipment, leaving all areas in a neat and orderly condition to the approval of the Town's representative.

1.9 TRAFFIC CONTROL

The contractor shall be responsible for traffic control during the removal and placement of pavement and shall include the cost of traffic control in his unit price. The contractor shall use cones, signs, and flagmen in accordance with VDOT work zone requirements. Traffic shall not be detoured without the permission of the Town of South Hill.

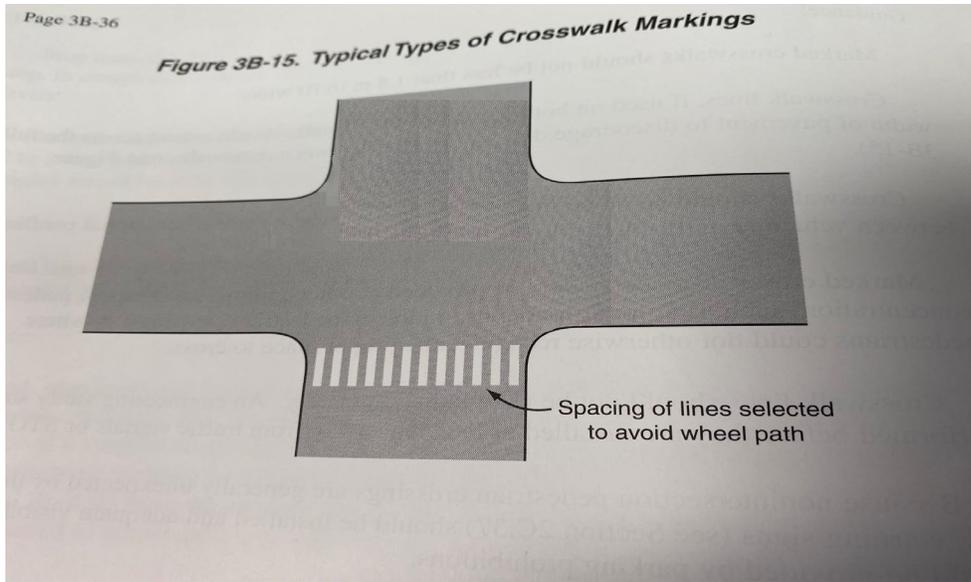
1.10 PAYMENT

All work will be paid based upon the quoted unit prices. The work shall include all materials, labor, equipment, and traffic control requested by the Town of South Hill, overhead, and incidentals necessary for the completion of the work. Payment for invoices will be made within thirty (30) days of submittal.

**Part Two - Traffic Markings**

2.1 DESCRIPTION -

Work included: Placement of traffic markings on existing or newly installed asphalt with equipment capable of the placement of traffic markings in a continuous manner. Contractor shall use thermoplastics for the centerline markings, stop bars, crosswalks and arrows. For parking space marking and no parking markings, the contractor shall use pavement paint that is fast drying. Traffic cones shall be used to protect markings during the drying process as to prevent tracking on pavement. Locations where tracking is evident will be removed by the contractor. **The Contractor will be responsible for the replacement of all markings, including turn lanes, turn lane arrows, center lines, cross walks, stop bars, parking space lines, no parking markings and shoulder lines.** All work shall be in accordance with VDOT Road and Bridge Specifications. Cross walks shall be marked to comply with the following diagram, see below:



## 2.2 EQUIPMENT

All equipment shall meet the requirements of the latest edition of the VDOT Road and Bridge Specifications.

## 2.3 TRAFFIC CONTROL

The contractor shall be responsible for traffic control during the placement of traffic markings and shall include the cost of traffic control in his per-foot price. The contractor shall use cones, signs, and flagmen in accordance with VDOT work zone requirements. Traffic shall not be detoured without the permission of the Town of South Hill.

## 2.4 CLEANING

Upon completion of all work of this section, remove from the job site all excess materials, debris, and all tools and equipment, leaving all areas in a neat and orderly condition to the approval of the Town's representative.

## 2.5 PAYMENT

All work will be paid based upon the quoted unit prices. The work shall include all materials, labor, equipment, and traffic control requested by the Town of South Hill, overhead, and incidentals necessary for the completion of the work. Payment for invoices will be made within thirty (30) days of submittal.

**Part Three – Asphalt Milling**

**3.1 DESCRIPTION**

Work included: Asphalt milling of existing asphalt with milling equipment capable of removing the existing asphalt to a width, depth, and dimensions so prescribed in the specifications. The contractor must inspect the milling on all streets as there may be existing concrete under the existing asphalt and full 2” milling may not be achieved. All work is to be coordinated with the Town’s representative as to starting points, time of work, and projected scheduling. All work shall be done in accordance with VDOT Road and Bridge Specifications.

**3.2 EQUIPMENT**

All equipment shall meet the requirements of the latest edition of the VDOT Road and Bridge Specifications.

**3.3 TRAFFIC CONTROL**

The contractor shall be responsible for the traffic control during the milling process and shall be included in the cost of milling per square yard. The contractor shall use cones, signs, and flagmen in accordance with VDOT work zone requirements. Traffic shall not be detoured without the permission of the Town of South Hill.

**3.4 CLEANING**

Upon completion of the work all equipment, materials, debris, and tools shall be removed from the job location. After completion of the work, all milled asphalt shall be removed from the job site. All traffic control shall be removed and all areas left in a neat and orderly manner. Work will not be considered complete until all excess materials are removed.

**3.5 PAYMENT**

All work will be paid based upon the quoted price per. The work shall include all equipment, labor, materials, traffic control, cleanup, overhead, and incidentals necessary for the completion of the work. Payment of invoices will be made within thirty (30) days of submittal.

**Section VII - Bid Form (Two Pages)**

Location & Description of Work	Length x Width Feet	Depth Inches	Est. Tons Asphalt	Type of Asphalt	Mill. Est. Sq. Yards	Arrows	Centerline Striping L. F. @ 4"	White Line Edge of Road & turning Lane L.F.@4"	Stop Bar L.F.
Main Street from Mecklenburg Ave to Thomas Street	2400 x 36	2.0	1100	SM 9.5	9600		4800		
West Atlantic from Matthews Street to Dortch Lane	1000 x 42	0-2.0	575	SM 9.5	5000	4	4800	400	30
		2.0-4.0	1100	BM 25	5000				
Apple from Valley to North cul-de-sac	600 x 30	2.0	265	SM 9.5	2500				
Apple from Valley to South cul-de-sac	450 x 31	2.0	210	SM 9.5	2000				
Peach Street from Valley to Hollydale	850 x 31	2.0	375	SM 9.5	3200				
Hollydale from Forest to dead end	1100 x 31	2.0	475	SM 9.5	4000				
Tanglewood from Forest to dead end	950 x 33	2.0	425	SM 9.5	3900				
Dogwood from Forest to dead end	500 x 34	2.0	250	SM 9.5	2300				
Forest Hill Dr from Raleigh to dead end	975 x 30	2.0	400	SM 9.5	3700				20
Goodes Ferry from Danville Street to Fairview	2000 x 35	2.0	900	SM 9.5	8000		4000		
<b>EST Totals</b>			4975 Tons 1100 Tons	SM 9.5 BM 25	44,200 yd 0-2" 5000 yd 2-4"	4	13,600 centerline	400'	50'

**SUB TOTAL COST**

Mobilization/Traffic Control.....1 Lump sum..... \_\_\_\_\_  
0-2”Milling.....44,200 Yds at \_\_\_\_\_ /yard..... \_\_\_\_\_  
2-4”Milling.....5000 Yds at \_\_\_\_\_ / yard..... \_\_\_\_\_  
Paving IM 25.....1100 Tons at \_\_\_\_\_ /Ton..... \_\_\_\_\_  
Paving SM 9.5.....4,975 Tons at \_\_\_\_\_ /Ton..... \_\_\_\_\_  
Center Line Striping.....13,600 FT at \_\_\_\_\_ / Foot ..... \_\_\_\_\_  
Parking Striping-white..... 1 FT at \_\_\_\_\_ /Foot ..... \_\_\_\_\_  
Turning Lane -white..... 400 FT at \_\_\_\_\_ /Foot..... \_\_\_\_\_  
No Parking – Yellow ..... 1 FT at \_\_\_\_\_ /Foot..... \_\_\_\_\_  
Single Arrows..... 4 at \_\_\_\_\_ / Arrow..... \_\_\_\_\_  
Three Way Arrows... 1 at \_\_\_\_\_ /Each..... \_\_\_\_\_  
Double Arrows... 1 at \_\_\_\_\_ / Each..... \_\_\_\_\_  
Crosswalks..... 1 at \_\_\_\_\_ /Foot..... \_\_\_\_\_  
Stop Bars.....50 Feet at \_\_\_\_\_ /Foot..... \_\_\_\_\_

**TOTAL COST (in Figures)..... \_\_\_\_\_**

**TOTAL COST (in Words)\_\_\_\_\_**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**Bid Must Be Signed by Bidder(Original Signature No Copies)**

**Section VIII – Attachment B – Sample Certificate of Insurance**

SAMPLE ONLY - HIGHLIGHTED FIELDS INDICATE NECESSARY INFORMATION

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> NAME OF AGENT					
NAME OF INSURANCE COMPANY ADDRESS CITY, STATE, ZIP CODE		PHONE (A/C, No, Ext): AGENCY PHONE NUMBER	FAX (A/C, No):				
		EMAIL ADDRESS: AGENCY EMAIL					
		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURANCE CARRIER(S) NAMES					
<b>INSURED</b>							
NAME OF VENDOR COMPANY NAME ADDRESS CITY, STATE, ZIP CODE							
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER</b>				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MA HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Per accident) \$ PERSONAL & ADJUTORY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND \$ _____ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HERED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ _____ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/SPIE/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N			MUST SHOW PROOF OF WC AND DISABILITY INSURANCE ON SEPARATE FORM			WC STATUTORY LIMITS OTHER \$ \$L EACH ACCIDENT \$ \$L DISEASE - SA EMPLOYEE \$ \$L DISEASE - POLICY LIMIT \$
<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>						
The People of the State of New York, its agents, officers and employees are named as additional Insured. Room 120, Concourse Empire State Plaza Albany, NY 12242	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	AUTHORIZED REPRESENTATIVE						

**Section IX – Attachment C – Town’s Additional General Terms and Conditions**

**GENERAL TERMS AND CONDITIONS**

These “General Terms and Conditions,” are incorporated into the \_\_\_\_\_ Agreement dated as of \_\_\_\_\_, 202\_\_ (the "Agreement") between \_\_\_\_\_ (the “Company”) and the Town of South Hill, Virginia (the “Locality”) as fully and completely as if set forth in such Agreement in their entirety. These General Terms and Conditions shall supersede any terms in the Agreement in conflict with these General Terms and Conditions.

**1. General Provisions.**

Nothing in any resulting contract shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained in the Agreement. This contract is subject to annual appropriations by the Locality.

**2. Laws of the Commonwealth.**

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Company providing goods or services to the Locality under this contract assures the Locality that it is:
  - 1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
  - 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
  - 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured, including Occupational Safety and Health Administration and Virginia Occupational Safety and Health regulations, and hold all applicable licenses and permissions to provide the services and goods required by the Agreement, including, as applicable, the Virginia Department of Professional and Occupational Regulation; and

4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Company agrees during the performance of this contract that:
1. The Company:
    - a. Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Company.
    - b. Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and
    - c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Company under this contract that the Company is an equal opportunity employer. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
  2. The Company will include the provisions of the foregoing subparagraph 2(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Company agrees during the performance of this contract that the Company shall:
1. Provide a drug-free workplace for its employees;
  2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
  3. State in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and
  4. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor. For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the

Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Company shall comply with the federal Drug Free Workplace Act.
- E. **Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950 (the “Code”), in all invitations to bid, requests for proposals, contracts, and purchase orders, the Locality does not discriminate against faith-based organizations.**

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Company is a faith-based organization, then Company shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

**NOTICE**

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Locality and a faith-based organization, you are hereby notified as follows:

**Neither the Locality's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Executive Director of the Locality.**

**3. Certifications.**

The Company certifies that:

- A. The bid or offer:
  - 1. Is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal;
  - 2. Is in all respects fair and without collusion or fraud; and
  - 3. Is or is intended to be competitive and free from any collusion with any person, firm or corporation.
  
- B. The Company has not offered or received any kickback from any other bidder, offeror, contractor, supplier, manufacturer, or subcontractor in connection with the offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
  
- C. The Company is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, offers, prices, terms or condition upon which the contract resulting from the acceptance of its bid/proposal is to be performed.
  
- D. The Company understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
  
- E. The Company or any subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

4. **Warranties.**

Any goods or services furnished by the Company under the contract shall be covered by the most favorable warranties provided by the Company to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the Locality. The Company agrees that if such warranties are in any respect breached, the Company will pay to the Locality the full contract price agreed to by the Locality to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

**5. Modifications, Additions or Changes.**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Locality; however, no fixed priced contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000 whichever is greater without the approval of the Locality. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Locality.

**6. Hold Harmless**

The Company shall bear all loss, expense (including reasonable attorneys' fees) and damage in connection with, and agrees to indemnify, defend and hold harmless the Locality and its officers, agents, and employees from, any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Company/any services of any kind or nature provided by the Company, provided that such liability is not attributable to the sole negligence on the part of the Locality or to failure of the Locality to use the materials, goods, or equipment in the manner outlined by the Company and descriptive literature or specifications submitted with the Company's bid or proposal.

**7. Assignment**

The contract may not be assigned, sublet, or transferred without the written consent of the Locality.

**8. Default.**

In the case of default or breach by the Company or the failure of the Company to deliver the goods in conformance with the specifications in the contract, the Locality shall give written notice to the Company specifying the manner in which the contract has been breached. If the Locality gives such notice of breach and the Company has not corrected the breach within fifteen (15) days of receipt of the written notice, the Locality shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies

available at law to procure such services from other sources and hold the Company responsible for any and all excess cost occasioned thereby.

**9. Audit.**

The Company hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Locality and its authorized agents, state auditors, the grantor of the funds to the Locality, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Company which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

**10. Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by Company in the performance of its obligations under any resulting contract shall be remitted to the Locality by the Company upon completion, termination or cancellation of this Contract. Company shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Company's obligations under this contract without the prior written consent of the Locality. The Locality shall own the intellectual property rights to all materials produced under this contract.

**11. Required Payment.**

Pursuant to Section 2.2-4354 of the Code, the Company covenants and agrees to:

- A. Within seven (7) days after receipt of any amounts paid to the Company under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Locality attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Locality and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Company under the Contract; and
- C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Company on all amounts owed by the Company that remain unpaid after seven (7) days following receipt by the Company of payment from the Locality for work performed by

the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12(A). above.

- D. Include in its contracts with any and all subcontractors the requirements of subsections A, B, and C above.

**12. Liability Coverage.**

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Locality the Company shall take out and maintain during the life of the Contract, including the time period encompassing delivery and set-up of the baler, such bodily injury, liability and property damage liability insurance as shall protect it and the Locality from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 14, “Insurance and Bond Requirements,” set forth below and shall name the Locality and its Board of Directors as Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best’s Key Rating of A:V1. The Company shall provide the Locality with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Locality at least 30 days’ notice prior to cancellation or other termination of such insurance.

**13. Insurance and Bond Requirements.**

- A. The Company shall maintain the following insurance to protect it from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u><b>TYPE OF COVERAGE</b></u>	<u><b>LIMITS</b></u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory, including Employer’s Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.

**IFB FY 26-01: Asphalt Overlay and Traffic Marking**

Premises – Operations \$500,000 Each Occurrence  
 Bodily Injury Liability and Property \$1,000,000 Aggregate  
 Damage Liability Combined

Including:

Underground Hazard (U)  
 Explosion and Collapse  
 Hazard (XC)

Independent Contractors – Owner’s \$500,000 Each Occurrence  
 Protective Bodily Injury Liability and \$1,000,000 Aggregate  
 Property Damage Liability Combined

Completed Operations – Products Liability \$500,000 Each Occurrence  
 Bodily Injury Liability and Property Damage \$1,000,000 Aggregate  
 Liability Combined for five (5) years after  
 payment

Contractual Bodily Injury Liability and Property \$500,000 Each Occurrence  
 Damage Liability Combined in accordance with \$1,000,000 Aggregate  
 Agreement between Owner and Company

Personal Injury with Employee’s Exclusion  
 C deleted \$1,000,000 Aggregate

Automobile Bodily Injury Liability and Property \$500,000 Per Accident  
 Damage Liability Combined covering all  
 automobiles, trucks, tractors, trailers, or other  
 automobile equipment,  
 whether owned, non-owned, or hired by the  
 Company

Umbrella/Excess Liability \$1,000,000 Each Occurrence  
 \$1,000,000 Aggregate

Pollution Liability Insurance \$1,000,000 Each Occurrence  
 \$2,000,000 Aggregate

B. The Company shall purchase and maintain insurance coverage on its tools, equipment and machinery and shall waive subrogation to the Locality for damage thereto.

C. The Locality reserves the right to require insurance of any Company in greater amounts, provided notice of such requirements is stated in the Solicitation or Request for Proposal.

**14. Environmental Management**

The Company will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the goods and services specified herein, as applicable. If the Locality should have to defend any enforcement action against it relating to the services provided by the Company under the Agreement, the Company shall indemnify and hold harmless the Locality for any such actions, including reimbursing the Locality for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the Locality any defects or deficiencies found that are directly attributable to the Company.

**15. No Waiver.**

Any failure of the Locality to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Locality of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

**16. Loss or Damage in Transit.**

Delivery by the Company to a common carrier does not constitute delivery to Locality. Any claim for loss or damage incurred during delivery shall be between the Company and the carrier. The Locality accepts title only when goods are received regardless of the F.O.B. point. The Locality will note all apparent damages in transit on the freight bill and notify the Company. Discovery of concealed damages or loss will be reported by the Locality to the carrier and the Company within seven days of receipt and prior to removal from the point of delivery if possible. The Company shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Company's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the Locality, the Company may deduct the amount of damage or loss from its or her invoice to the Locality in lieu of replacement.

**17. Termination.**

[reserved]

**18. Company Authorized to Transact Business in the Commonwealth.**

In accordance with Section 2.2-4311.2 of the Code of Virginia, if the Company is organized as a stock or nonstock corporation, limited liability company,

business trust, or limited partnership or registered as a registered limited liability partnership it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 of the Code of Virginia, Title 50 of the Code of Virginia or as otherwise required by law. The Company shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required by Title 13.1 of the Code of Virginia or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

**19. Choice of Law.**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of law.

**20. Forum Selection.**

The parties agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia.

**21. Severability.**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

**22. Notices.**

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (A) duly mailed and received by first-class mail, postage prepaid, return receipt requested or (B) transmitted by hand delivery or national courier service, to the party entitled to receive the same at the address indicated below or at such

other address as such party shall have specified by written notice to the other party. Notices to the Locality shall be sent to:

Name/title: Keli Reekes, Town Manager, Town of South Hill, Virginia

Physical address: 111 East Danville Street, South Hill, VA 23970

Mailing address: 211 South Mecklenburg Avenue, South Hill, VA 23970

**22. Contractual Claims Procedure.**

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Company shall give the Locality written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Company's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Company files such written notice, Company shall proceed with the work as directed. If Company fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Locality, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Company by written notice.
- C. If the Company disagrees with the decision of the Locality concerning any pending claim, the Company shall promptly notify the Locality by written notice that the Company is proceeding with the work under protest. Any claim not resolved, whether by failure of the Company to accept the decision of the Locality or under a written notice of Company's intention to file a claim or a detailed claim not acted upon by the governing body of the Locality, shall be specifically exempt by the Company from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- C. The decision on contractual claims by the governing body of the Locality shall be final and conclusive unless the Company appeals within six months of the date of the final decision on the claim by instituting legal action.