

REQUEST FOR BIDS

The Town of Wise, Virginia is accepting sealed bids for the installation of approximately 4345 tons of SM-12.5 Non-Polishing Asphalt in place and needed patch and preparation work for resurfacing of streets. Approximately 30,422 square yards of full milling will also be required on some of the streets. Bidders should note that 750 Tons of SM-12.5A Non-Polishing Asphalt included in the total above will be for phase 2 of the Town of Wise Public Works Facility paving at the Town of Wise Public Works Department. To obtain a full bid packet, please contact Laura C. Roberts, Town of Wise Manager via phone (276)328-6013 ext. 201.

Anyone interested in viewing the job sites may schedule an appointment by phoning Street Department Superintendent Adrian Dale at (276)328-6119. Work may begin April 1, 2025 and must be completed no later than June 1, 2025. Bids will be publicly opened and read aloud on February 18, 2025 at **10:00 A.M.** in Council Chambers of the Wise Municipal Building at 501 West Main Street, Wise, VA 24293. All bids must be submitted on official Town bid forms and addressed to: Laura C. Roberts, Town Manager, Town of Wise, P. O. Box 1100, 501 W. Main Street, Wise, VA 24293. A bid bond will be required. Envelopes must be sealed and marked "**BID FOR FY25 ASPHALT PAVING**". The bidder shall also complete and place the following notation on the outside of the envelope containing the bid **Licensed Class _____ Virginia Contractor No. _____ Specialty _____**. Faxed or emailed bids will not be accepted. The Town of Wise reserves the right to reject any or all bids, to accept bids in whole or in part, to waive informalities if it appears in the best interests of the Town to do so, and to negotiate with the lowest responsive bidder to obtain a contract price within available funds.

MBE/WBE/SBE firms are encouraged to submit bids. Bidders must comply with the following: President's Executive Order 11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; President's Executive Orders 12138 and 11625 regarding utilization of MBE/WBA firms; and the Civil Rights Act of 1964. The Town of Wise in accordance with the provisions of Title VI of the Civil Rights of 1964 (78 Stat.252, 42 U.S.C. Sections 2000d-2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. The Town of Wise is an equal opportunity provider and employer.

Town of Wise, Virginia
Invitation for Bid – Street Overlay Asphalt Paving
Bid Opening Date and Time: February 18, 2025 at 10:00 A.M.

The Town of Wise is accepting bids from qualified Class A contractors to provide and install the following (all amounts are approximate):

BASE BID

- 4,345 Tons SM-12.5A Non-Polishing Asphalt
- 30,422 SY Milling

All bids must be received by the bid opening date and time to be considered.

One (1) original of each bid, including any attachment, shall be mailed or delivered to:

Laura C. Roberts, Town Manager
Town of Wise
501 West Main Street
P. O. Box 1100
Wise, VA 24293

All inquiries for information regarding procurement procedures, bid submission requirements, or other fiscal/administrative, or technical concerns shall be directed to:

Laura C. Roberts, Town Manager
Email: mgr@townofwise.org
Fax: (276)328-2519
Phone: (276)328-6013

CHECKLIST FOR BID SUBMISSION

1. Bid must be enclosed in a sealed envelope clearly marked “**BID FOR FY 25 ASPHALT PAVING**” in order for your bid to be considered responsive. The bidder shall complete and place on the outside of the envelope containing the bid, the following notation:

Licensed Class ___ Virginia Contractor No. _____ Specialty _____

2. Original completed two page “Paving Bid Proposal” form signed by an individual authorized to bind the organization.
3. Bid Bond in the amount of 5% of the total base bid. This can be a cash bond, surety bond, or irrevocable letter of credit issued by a bank with a main or branch office in Wise County.
4. A notarized statement (EXHIBIT B) certifying that your contractor’s license is in good standing and not subject to revocation. It would be helpful if you attach a copy of your contractor’s license.
5. Acknowledge any addenda issued for the procurement.

TOWN OF WISE, VIRGINIA
INVITATION FOR BID – STREET OVERLAY ASPHALT PAVING

The following **Special Terms and Conditions** shall govern this purchase:

1. **BIDDING:**

- a) Any bid submitted shall be accompanied with a bid bond in the amount of 5% of the total bid.
- b) The Town reserves the right to decrease or increase the quantities on the contract. Adjustment of contract unit prices will not be considered for variations up to 25 percent of the contract.
- c) Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Section 54.1-1100 of the Code of Virginia, 1950, as amended, shall be required to submit as part of their bid (Attached as Exhibit B):
 - Satisfactory proof that such person is duly licensed under the terms of Section 54.1-1100 of the Code of Virginia, 1950 as amended, including the furnishing of any such contractor's number;
 - A written, sworn statement (notarized) that the person's license is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Section 54.1-1100 of the Code of Virginia, 1950, as amended;
- d) ALL BIDS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON OUTSIDE "BID FOR FY25 ASPHALT PAVING" and shall be forwarded to the Town Manager.
- e) Bids shall be opened and read aloud by the Town Manager or designee at the appointed hour and date in the presence of the Street Department Superintendent, or designee, and such of the bidders or members of the public as choose to attend.
- f) The Town reserves the right to reject any and all bids, to accept bids in whole or in part, to waive all informalities, and to accept the bid that appears most advantageous to the interests of the Town. If the award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Section 11-53 of the Virginia Public Procurement Act, the Town reserves the right to negotiate the bid amount with the lowest responsive bidder to obtain a contract price within available funds. This may involve changes in either the features or scope of the work such as quantity, quality, or other cost-saving measures. If an acceptable contract cannot be negotiated, the Town shall terminate negotiations and reject all bids.
- g) In the event the Town chooses to reject all bids, the Town will re-advertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.
- h) Town prefers to award a single contract for the work but reserves the right to award separate contract for Projects A, B, C and Project P.
- i) Asphalt overlays shall be paid for at the unit price per ton stated in the bid which shall include all needed patch and preparation work. This is a unit price contract with the unit prices guaranteed until June 30, 2025. The quantities specified are estimates and used for

bidding purposes only. Payment will be based on actual quantities installed as measured by a Town Inspector.

- j) All bids must be submitted on the enclosed Bid Forms to be considered responsive.
- k) A Description of Payment Items and a List of Proposed Streets is attached as "Exhibit A".

2. THE WORK:

- a) All work shall conform to the VDOT Road and Bridge Specification, except where modified by Special Provisions. Only VDOT approved mix designs will be used.
- b) Compaction requirements will be per frequency in the VDOT Road and Bridge Specifications.
- c) Tack shall be CRS-2, approved at the discretion of the Town of Wise Street Superintendent and applied by hand wand or distributor at the rate provided in the VDOT Road and Bridge Specifications.
- d) Certified flaggers are required for this project. All traffic control is the responsibility of the contractor and must meet or exceed the latest edition of the VDOT Virginia Work Area Protection Manual Standards.
- e) Unit price for each payment item is to include all traffic controls and signage necessary to complete the work per the VDOT Virginia Work Area Protection Manual.
- f) Unit price per ton is to include all patch and preparation work, including scratch course, street cleaning, tack hauling, and placement and compaction of overlay two inches deep for resurfacing of specified streets.
- g) Roadways to be paved shall be first cleaned and swept free of debris prior to placing tack coat.
- h) All manholes and valve box risers shall be furnished by the Town and installed and adjusted by the contractor. Contractor to jackhammer around water valves and risers only when valve boxes cannot be raised and only upon approval of the Town of Wise Street Department Superintendent prior to commencing use of a jackhammer.
- i) Where full milling has been requested, price per square yard will include all milling necessary to re-establish a smooth overlay with positive drainage and a proper profile for existing curb and gutter and smooth transition into existing asphalt areas. The contractor is responsible for disposal of all milled material collected pursuant to this contract.
- j) All work zone plans are to be approved by the Town of Wise Public Works Department prior to start of work.
- k) Work on Projects may start as early as April 1, 2025 and must be completed no later than June 1, 2025. The Town and the Contractor agree on liquidated damages for delay beyond the June 1, 2025 completion date as follows: LIQUIDATED DAMAGES shall be \$1,000 for each calendar day beyond the June 1, 2025 completion date.
- l) The Contractor shall note that each project must be tracked and billed separately as different funding sources are being utilized for each project.

3. INSURANCE:

- a) The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection

with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

- b) The contractor shall provide a certificate of insurance naming the Town of Wise, its officers, employees, and agents as additional insured **and, if requested** a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Wise. The contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation Insurance as required by the Code of the Commonwealth of Virginia and Employers Liability limits of \$1,000,000 per accident.

4. BONDS:

Any bid submitted shall be accompanied with a bid bond in the amount of 5% of the total bid. Performance and payment bonds with a value of 100% of the contract amount will be required of the successful contractor prior to commencing work.

5. WARRANTY:

The contractor warrants all work done and goods provided under this Agreement shall meet all conditions of the contract; shall be free from all defects in material and workmanship; and shall be fit for the purposes intended. If any defects occur within twelve months following acceptance, contractor shall be solely responsible for correction of those defects.

6. PAYMENT TERMS:

Payment terms are net, 45 days from date of invoice or acceptance by the Town of Wise Street Department Superintendent, whichever is later.

GENERAL TERMS AND CONDITIONS

THIS SOLICITATION IS SUBJECT TO THE FOLLOWING PROVISIONS:

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract 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, rules and regulations.

ANTI-DISCRIMINATION: By submitting their bids, bidders certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA).

In every contract over \$10,000 the provisions in 1. And 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, 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 nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTRACT ACT OF 1986: By entering into a contract with the Town of Wise, the Contractor certifies that the Contractor does not and shall not during the performance of the

contract for goods and services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Wise 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 Wise under said contract.

DRUG-FREE WORKPLACE: 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 prohibition; (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.

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any twelve-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder/offeror is required under Title 54.1-1100, 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 seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the Town of Wise in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950) as amended, and his bid will not be considered. If the bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered. If the bidder qualified under the provisions of Section 45.1-261.1 of the Code of Virginia and the regulations promulgated pursuant thereto, licensure is not required under Title 54, Chapter 11, Code of Virginia as amended.

LOCAL LICENSE: Contractors whose gross billings during the calendar year for all business conducted in the Town of Wise exceed \$25,000 must secure a business license from the Town of Wise.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

PAVING BID PROPOSAL

DUE: February 18, 2025 AT 10:00 A.M.

**TO: Laura C. Roberts, Town Manager
Town of Wise
P. O. Box 1100
501 West Main Street
Wise, VA 24293**

FROM: _____ (company name)
_____ (mailing address)
_____ (city/state/zip)
_____ (phone/fax)

This project will be constructed in accordance with the Virginia Department of Transportation "Road and Bridge Specifications" (latest edition). Safety precautions and traffic control will meet the requirements of the Virginia Department of Transportation "Work Area Protection Manual" (latest edition). Equipment and vehicles in use shall operate flashing or rotating amber lights. All materials used on the job will be subject to the Virginia Department of Transportation testing procedures.

I understand that work on this project may not begin before April 1, 2025 and must be completed no later than June 1, 2025. The Town and the Contractor agree on liquidated damages for delay beyond the June 1, 2025 completion date as follows: LIQUIDATED DAMAGES shall be \$1,000 for each calendar day beyond the June 1, 2025 completion date.

CONTRACTOR SHOULD NOTE THAT EACH OF THE PROJECTS LISTED MUST BE BILLED SEPARATELY SINCE DIFFERENT FUNDING SOURCES ARE FINANCING EACH PROJECT.

The Town of Wise reserves the right to increase or decrease quantities as much as 25% above or below the stated amount, and the contractor shall honor the unit price per ton as stated herein for any such authorized change order. The Town of Wise also reserves the right to reject any or all bids, to accept bids in whole or in part, to waive formalities and informalities, and to accept the bid that appears most advantageous and in the best interest of the Town.

If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under provisions of Section 11-53 of the Virginia Procurement Act (Chapter 7 Code of Virginia), the Town reserves the right to negotiate the Total Base Bid amount with the lowest responsive and responsible bidder to obtain a contract price within the available funds. This may involve changes in either the features or scope of the work such as quantity, quality, or other cost-saving measures. The Town shall notify the lowest responsive and responsible bidder that such situation exists and the Town and bidder shall then conduct their negotiations in person, by mail, by telephone. If an acceptable contract cannot be negotiated, the Town shall terminate negotiations and reject all bids.

PAVING BID PROPOSAL

BID OPENING DATE AND TIME: FEBRUARY 18, 2025 AT 10:00 A.M.

PAGE TWO OF TWO

I/We declare that I/we have carefully examined the plans, current VDOT Road and Bridge Specifications, form of contract and all other documents pertaining thereto and thoroughly understand the contents thereof; that I/We understand that the plans and current VDOT Road and Bridge Specifications, are a part of this proposal; that all the quantities shown herewith are estimates and should be treated as such; overlays will be paid passed on installed quantities at the unit price quoted in the bid document and shall include all patch and prep work; that I/We have examined the location of the proposed work and source of supply of materials; and that I/We agree to bind Myself/Ourselves upon award of the contract to start work on the date specified in the Notice to Proceed, and to complete all work within the time limit set forth in the contract.

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services for the construction required for this project in accordance with the Invitation to Bid, plans, specifications and other contract documents prepared by the Town of Wise at the prices stated below or as mutually agreed upon by subsequent negotiations. These prices are to cover all expenses to complete the work and make it fully operational in accordance with the contract documents.

In compliance with this Invitation to Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations. These prices are to cover all expenses to complete the work and make it fully operational in accordance with the contract documents.

In compliance with this Invitation to Bid and all conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Company Name: _____ Phone # _____
Address: _____ Fax # _____
Licensed Class _____ Virginia Contractor No. _____, Specialty _____

Submitted By: _____ (signature) Date: _____

Printed Name: _____ FEIN/SSN: _____

Attest/Witness (signature)

Name/Title/Date

I RESPECTIVELY SUBMIT A BID TO PROVIDE:

BASE BID:

SM-12.5 NON-POLISH IN PLACE FOR \$ _____ PER TON UP TO 4,345 TONS
FULL WIDTH MILLING FOR \$ _____ PER SQUARE YARD UP TO 30,422 SQUARE YDS

EXHIBIT A
Town of Wise, Virginia
Invitation to Bid – Street Overlay Asphalt Paving
Bid Opening Date and Time: February 18, 2025 at 10:00 A.M.

LIST OF PROPOSED STREETS

Project A (Urban Street Paving Project)

Street	From/To	Full Milling	SM-12.5A NP
Norton Road	US 23 to US 23	Yes – 8,866 SY	1,020 Tons
Norton Road	Varner St. to Snodgrass St.	Yes – 9,375 SY	1,078 Tons
Birchfield Road	Main St. to 401 Birchfield Rd. Joint	Yes – 3,334 SY	383 Tons
Vanover Avenue	Old Coeburn Rd. to University St.	Yes – 1,902 SY	219 Tons

Project B (Local Collector Paving Project)

Street	From/To	Full Milling	SM-12.5A NP
Mullins St.	W. Main St. to Gibson Ave.	No – 780 SY	185 Tons
Gibson Ave.	Mullins St. to W. Main St.	Yes – 587 SY	68 Tons
Church St.	Cemetery loop entrance to D. Ave.	Yes – 667 SY	77 Tons

Project C – 2025 Coal Road Paving Project

Street	From/To	Full Milling	SM-12.5A NP
Addington Ave.	W. Main to US 23	Yes – 4,911 SY	565 Tons

Project P – Phase 2 Paving for Public Works Facility

750 Tons **Non-Polished Asphalt**

EXHIBIT B

Mandatory Requirement

(To be Executed and Submitted with Bid)

Any person submitting a bid for construction work to any building, highway, sewer, or other structure, the performance of which would require a contractor's license pursuant to the provisions of Section 54.1-1100 of the Code of Virginia, 1950, as amended, **is required to submit as part of their bid:**

Satisfactory proof that such person is duly licensed under the terms of Section 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number. **A copy of your contractor's license can be attached to this form to satisfy this requirement.**

I certify that the _____ State Contractor's License of _____, doing business as _____ is in good standing and not subject to censure of revocation as a contractor, subcontractor, or owner/developer pursuant to Section 54.1-1100 of the Code of Virginia, 1950 as amended.

Signed and Sealed this the _____ day of _____, 20__

Principal

Title

State of Virginia, County of _____, to wit:

The foregoing instrument was acknowledged before me the _____ day of _____, 20__ by _____

Notary Public

My Commission Expires: _____