



CITY OF SALEM PURCHASING DEPARTMENT

114 NORTH BROAD STREET

P.O. Box 869

SALEM, VA 24153

PHONE (540) 375-3063 • FAX (540) 375-4057

DATE: JANUARY 5, 2026

BIDS WILL BE RECEIVED BY THE CITY OF SALEM IN THE PURCHASING DEPARTMENT, LOCATED AT 114 NORTH BROAD STREET, P.O. BOX 869, SALEM, VIRGINIA 24153. ANY QUESTIONS CONCERNING THIS INVITATION TO BID (ITB) SHOULD BE DIRECTED TO BENJAMIN DENTON, PURCHASING MANAGER AT (540) 375-3063 OR BY EMAIL AT BKDENTON@SALEMVA.GOV.

INVITATION TO BID #:

2026-007

BID DESCRIPTION:

MISCELLANEOUS CONCRETE REPAIRS

DATE AND TIME BID DUE:

JANUARY 29, 2026 AT 3:00 PM EST

TO BE CONSIDERED, BIDS MUST BE RECEIVED BY HAND DELIVERY, MAIL, OR ELECTRONICALLY ON EVA AT EVA.VIRGINIA.GOV. SEE INSTRUCTIONS TO BIDDERS BELOW. ANY BID RECEIVED AFTER THE ABOVE DATE AND TIME FOR SUBMITTAL, WHETHER BY MAIL OR OTHERWISE, WILL BE MARKED "LATE" AND RETAINED UNOPENED IN THE PROCUREMENT FILE. **FAXED OR EMAILED BIDS ARE NOT ACCEPTABLE.**

AWARD WILL BE MADE IN THE BEST INTEREST OF THE CITY OF SALEM, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES, AND TO PURCHASE ANY PART OF, OR THE WHOLE OF, THE ITEMS AND/OR SERVICES LISTED IN THIS INVITATION TO BID.

NO BID MAY BE WITHDRAWN AFTER OPENING EXCEPT FOR CLERICAL ERRORS, AS SET FORTH IN SECTION 2.2-4330 OF THE VIRGINIA CODE. BIDDER MUST GIVE THE CITY A NOTICE IN WRITING OF THE REQUEST TO WITHDRAW A BID WITHIN TWO (2) BUSINESS DAYS AFTER THE CONCLUSION OF THE BID OPENING.

ALL BIDS SHALL BE F.O.B. SALEM, VIRGINIA, AND SHALL INCLUDE THE EARLIEST DELIVERY DATE.

THE CITY OF SALEM WILL FURNISH A TAX EXEMPTION CERTIFICATE, AND NO BID SHALL INCLUDE ANY FEDERAL OR STATE TAXES.

TERMS ARE NET 30 UNLESS OTHERWISE STATED IN THIS INVITATION TO BID.

IN ACCORDANCE WITH CODE OF VIRGINIA, SECTION 2.2-4343.1, THE CITY OF SALEM DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

BIDDER ACKNOWLEDGMENT & DATA SHEET

DATE:

LEGAL NAME OF BUSINESS (PRINT):

ADDRESS:

AUTHORIZED SIGNATURE:

PRINT OR TYPE AUTHORIZED SIGNATURE NAME & TITLE:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

VA CONTRACTOR'S LICENSE #:

VIRGINIA STATE CORPORATION COMMISSION (SCC) ID #:

BUSINESS LICENSE #:

BY SIGNING THIS INVITATION TO BID (ITB), THE BIDDER ACKNOWLEDGES THAT HE/SHE FULLY UNDERSTANDS THIS ITB AND THAT IT MEETS OR EXCEEDS ALL SPECIFICATIONS LISTED OR REFERENCED.

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

I. GENERAL INFORMATION:

The City of Salem, Virginia, is requesting sealed bids from qualified and licensed Contractors for all labor, materials, and equipment needed to complete miscellaneous concrete repairs to various streets and properties throughout the City, in accordance with Invitation to Bid (ITB) # 2026-007.

This Invitation to Bid consists of the following (including any Addendums that the City may issue). Each Bidder should carefully read and review ALL documents:

1. All Sections of Invitation to Bid # 2026-007
2. Bid Form and Compliance Checklist (Attachment A)
3. Bid Bond (Attachment B)
4. List of Addresses/Intersections (Attachment C)
5. General Terms and Conditions (Attachment D)

The City of Salem invites any qualified Bidder to respond to this ITB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

II. INSTRUCTIONS TO BIDDERS:

- A. Sealed Bids must be received by hand delivery, mail or electronic submission through eVA by **3:00 PM EST Thursday, January 29, 2026**.
- B. If hand delivering or mailing a sealed bid response, the bid package must be received by Benjamin Denton of the City of Salem Purchasing Department, 114 North Broad Street, Salem, VA 24153, on or before the stated bid due date and time.

Bidders shall submit one (1) original, marked as such, and two (2) copies, marked as such, of their bid in a sealed envelope clearly marked on the outside with the company's name and "**Attn: Purchasing Department - ITB # 2026-007 Miscellaneous Concrete Repairs.**"

- C. If submitting a bid response electronically on eVA at www.eva.virginia.gov, bidders must ensure that they are a registered vendor in eVA. Bids can be found under the Business Opportunities Tab > Virginia Business Opportunities (VBO). There is no cost to register. If bidder encounters any issues submitting an online bid through eVA, bidder shall contact eVA Customer Care for assistance at 1-866-289-7367 or email them at eVACustomerCare@dgs.virginia.gov.

Note: The City of Salem is not responsible for any delays in submission caused by the eVA platform, vendor registration, or internet outage. Please ensure you have allotted ample time to submit your bid document(s). The bidder has the sole responsibility to have the bid submitted on or before the date and time set for closing.

- D. The contents of all bids received will be read aloud and made public for the information of Bidders and other interested parties who may be present in person, or by representative at **3:00 PM ET on Thursday, January 29, 2026**, in City Council Chambers, located at City Hall, 114 North Broad Street, Salem, Virginia, 24153.
- E. Any bids received after the mentioned time and date will be marked "late" and retained unopened in the procurement file. **Faxed or emailed bids will not be accepted.**
- F. Each Bidder is solely responsible for ensuring that they have the current, complete version of the Bid documents, including any addendum(s), before submitting. The City is not responsible for any Bid documents obtained from any source other than the City.

G. Bid submittal must include:

1. Bidder Acknowledgment & Data Sheet, Page 1 of this ITB.
2. Bid Form (Attachment A), Pages 7-9 of this ITB.
3. Bid Bond Form (Attachment B), Page 10 of this ITB.
4. Any Addendums that the City may issue.

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

H. For questions regarding this bid, please contact:

Benjamin Denton, Purchasing Manager
114 N. Broad Street
P.O. Box 869
Salem, VA 24153
Email: bkdenton@salemva.gov

- I. All questions and clarifications must be submitted in writing by 3:00 PM ET on January 16, 2026.**
- J. During an active solicitation, all communications (email, phone, text, letter) must be conducted through the Purchasing Department. The Purchasing Department will coordinate responses to any inquiries, as necessary. If any vendor involved in a pending solicitation or bid, violates this communication protocol, any submittals from the vendor may be rejected/disqualified at the discretion of the Purchasing Department.
- K. All Bids must be signed by an authorized representative on the forms provided with this Bid. No changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- L. The Successful Bidder shall be responsible for the removal of all waste and cleanliness of all work.
- M. The City's procedures for withdrawal of bids (construction or other than construction) is set forth in Section 2.2-4330 of the Virginia Code.
- N. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia applies to this Bid. Such information should be provided with the Bid response.
- O. Failure to submit all required pages and information may result in the Bid to be considered non-responsive.**
- P. It is the sole responsibility of the Bidder for any cost incurred in the preparation and submission of this Bid.
- Q. A Bidder organized as a stock or non-stock corporation, limited 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 herein that enters into a Contract with the City pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The City may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. **Please contact the SCC to determine whether your firm should register.**
- R. **BID GUARANTEE:** Each bid must be accompanied by a bid guarantee which shall be not less than five percent (5%) of the largest amount of which BID is made and, at the option of the bidder, may be a certified check, bank draft, or bid bond. No bid will be considered unless it is so guaranteed. Certified check or bank draft shall be made payable to the City of Salem. Cash deposits will not be accepted. The bid guarantee shall ensure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder as required by the specifications.
- S. **PERFORMANCE/PAYMENT BONDS:** The bidder must be able to obtain a performance bond and payment bond in the amount of 100% of the bid estimate. This bond can be in the form of Letter of credit, Bank Insurance, or cash. Failure to obtain the performance bond will result in disqualification of the bid. Performance and/or payment bonds must be open for as long as the project is open per the Contract documents.
- T. Must have a valid City of Salem business license, if required. Clarification concerning City of Salem license requirements should be directed to the Commissioner of the Revenue, telephone number (540) 375-3019.

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

U. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted for public review on the City of Salem Purchasing website under Current Bid Opportunities at <https://www.salemva.gov/Bids.aspx>, or by contacting Purchasing directly at (540) 375-3063 to request a copy of the award notification.

III. QUALIFICATIONS REQUIRED:

The Successful Bidder must have a valid Virginia Class A Contractors License and be able to demonstrate at least three (3) years of experience with similar projects. A copy of the Class A Contractors License must be submitted with the bid.

IV. SCOPE OF WORK/SPECIFICATIONS:

Attachment A to this ITB includes a compliance checklist which lists the specification requirements.

Each Bidder should carefully read and review all documents.

V. WORK HOURS:

Work hours on main and/or heavily traveled roads shall be Monday through Saturday from 9:00 a.m. to 3:00 p.m.

Work hours on all other roads shall be Monday through Saturday from 7:00 a.m. to 5:00 p.m.

Work outside of these hours must be approved by City personnel.

VI. WARRANTY AND GUARANTEE:

The Contractor shall warranty and guarantee all work performed under the resulting Contract for a period of one (1) year from the date of acceptance.

The Contractor agrees that his/her obligation shall survive termination of the Contract. The Contractor agrees that neither the final certificate, final payment, occupation nor use of the work by the City shall relieve the Contractor from negligence, faulty material or equipment or workmanship from failure to comply with the Contract documents.

If in fulfilling the requirements of the Contract or of any guarantee embraced therein or required hereby, the Contractor disturbs any work guaranteed under another Contract, he/she shall restore such disturbed work to the to a condition satisfactory to the City, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City may have the defects corrected and the Contractor and his/her surety shall be liable for all expenses incurred.

The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract documents and of any inspections or tests. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted.

Except as otherwise specified, all work shall be guaranteed by the Contractor and his/her sureties against defects resulting from the use of faulty or inferior materials, equipment, or workmanship for one (1) year from the date of final completion of the work as signified by acknowledgement of receipt of final payment by the Contractor.

If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the option of the City, are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the City, and without expense to the City, place in satisfactory condition, in every particular, all of such guaranteed work; correct all defects therein; make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the City, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and make good any work or

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

material, or the equipment and contents of said building or site, disturbed in fulfilling any such guarantee.

VII. CONTRACT AWARD:

The resulting Contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to this Invitation to Bid, is most advantageous to the City, considering price and any other evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the City's Code, the City's Procurement Policies and Procedures and other applicable law.

- A. **Responsible Bidders:** In determining a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
 1. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
 2. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 4. The quality of performance of previous Contracts or Services;
 5. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
 6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 7. The quality, availability and adaptability of the Goods or Services to the particular use required;
 8. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
 9. The number and scope of the conditions attached to the Bid;
 10. Whether the Bidder is in arrears to the City on debt or Contract or is a defaulter on surety to the City or whether the Bidder's City taxes or assessments are delinquent.
- B. **Responsive Bidders:** In order for a Bidder to be considered a responsive Bidder, the Bid submittal must include all information required and/or requested in this Invitation to Bid.

VIII. SUCCESSFUL BIDDER'S RESPONSIBILITY:

The Successful Bidder shall be responsible for the work to be done by any subcontractor(s) and shall assure compliance with all requirements of this Contract. The Successful Bidder shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that may be utilized.

Subcontractor(s) who perform work under this Contract shall be responsible to the Successful Bidder. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s).

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ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

IX. INVOICES:

Invoices for services provided under any resulting contract shall be submitted to City of Salem Street Department at 1228 Indiana Street, Salem, VA 24153.

The City of Salem does not accept combined invoices. Each invoice must reflect services performed for a single department only. For example, repairs completed for the Water Department shall not be combined with repairs completed for the Street Department on the same invoice.

Each invoice must clearly include the following information:

1. Date of Repair
2. Location or Address of Repair
3. Type of Repair (e.g., curb, driveway, sidewalk, etc.)
4. City Department (Street, Sewer, or Water)

Failure to include the required information may result in delayed payment and may require the invoice to be resubmitted with the correct information.

X. INSURANCE:

Insurance in the following amounts will be required:

<u>Type of Insurance</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
General Liability including Contractual Liability and Completed Operations	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Workers Compensation Public Liability		Per VA Statute

The Coverage above is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the member locality as an additional insured. The endorsement must be issued by the insurance company. The Contract must state the insurance provided in the additional insured endorsement is primary without contribution from other insurance available to the additional insured. A notation on the certificate of insurance referencing the additional insured status is not sufficient.

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ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

ATTACHMENT A
BID FORM & COMPLIANCE CHECKLIST

I. BID PRICING

- A. Successful Bidder shall complete the Work in accordance with this Invitation to Bid for the following Total Lump Sum Base Bid Price. The Unit Price shall include all labor, supervision, equipment, tools, travel, parts and materials necessary.
- B. Each bid shall be accompanied by a bid security in an amount equal to at least five percent (5%) of the largest amount of which BID is made and, at the option of the Bidder, may be a certified check, bank draft, or bid bond. No bid will be considered unless it is so guaranteed. Certified check or bank draft shall be made payable to the City of Salem. Cash deposits will not be accepted. The bid guarantee shall insure the execution of the Contract and the furnishing of a Performance Bond and a Labor and Material Payment Bond each in the amount of One Hundred percent (100%) of the Contract amount.
- C. The City reserves the right to add or delete locations provided in this ITB as it may deem necessary and appropriate.

Description (Estimated Number of Locations)	Unit Price Per One (1) Foot	Estimated Total Feet	Extended Bid Price
Curb & Gutter (97 Locations)	\$ _____	1598 Lin. Feet	\$ _____
Roll Curb & Gutter (13 Locations)	\$ _____	127 Lin. Feet	\$ _____
Driveway (23 Locations)	\$ _____	249 Lin. Feet	\$ _____
Driveway Slab (3 Locations)	Unit price per square foot \$ _____	878 Sq. Feet	\$ _____
Sidewalk (58 Locations)	\$ _____	657 Lin. Feet	\$ _____
Total Lump Sum Base Bid Price			\$ _____

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

II. OPTIONAL PRICING

In addition, include optional unit pricing for any additional concrete work that the city may want performed at different locations within the City. Price all of the following in a minimum of five linear feet of work per each location, and one foot increments after that.

Description	Unit Price Per Five (5) Linear Feet	Unit Price Per One (1) Linear Foot
Curb & Gutter	\$ _____	\$ _____
Roll Curb & Gutter	\$ _____	\$ _____
Driveway	\$ _____	\$ _____
Sidewalk	\$ _____	\$ _____

III. COMPLIANCE CHECKLIST

Bidder shall complete **EVERY** space in the 'COMPLY COLUMN'. The bidder shall indicate the item being bid is exactly as specified by answering "YES OR NO" in each section. If the item being bid is not as specified, then a full explanation of the deviation must be explained at the end of the Bid Data Sheet. **IF EACH SECTION IS NOT FILLED IN AS REQUESTED, THE BID WILL BE CONSIDERED INCOMPLETE AND MAY BE REJECTED.**

Description	Comply?	
	YES	NO
All existing adjoining concrete limits of work shall be saw-cut square, if not already cut.		
All concrete repairs shall include suitable topsoil backfill properly compacted, seeded, and straw.		
All asphalt repairs must be saw-cut, asphalt repairs with 9.5AL hot asphalt.		
Concrete shall be a minimum of 3000 psi.		
Successful Bidder is responsible for any underground utility damage.		

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

Description	Comply?	
	YES	NO
Successful Bidder is responsible for obtaining Right Of Way permits from the City of Salem.		
Prioritization of work: Currently there is not any prioritization of this work. There needs to be some flexibility, only if the City has a need where one location needs to be advanced over another.		

EXPLAIN ANY EXCEPTIONS OR “NO’S” IN COMPLYING WITH SPECIFICATIONS:

If additional space is needed, please list on a separate sheet and include in the sealed bid submittal

IV. COMPLETION OF WORK

Provide an estimated date in which the Work listed in this ITB will be completed. This date is subject to adjustment as agreed to by the City and Successful Bidder.

Estimated Completion Date:

(MM/DD/YYYY)

BID FORM & COMPLIANCE CHECKLIST CONSISTS OF PAGE(S) 7 THROUGH 9

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

ATTACHMENT B
BID BOND

Bid security in the amount of _____
(\$_____) in the form of _____ is submitted
herewith, in accordance with this Invitation to Bid # 2026-007.

If notice of acceptance of this bid is given to the undersigned within thirty (30) days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an agreement in the prescribed form, and furnish the required bonds, within fifteen (15) days after the Agreement has been presented to him for signature.

Contractor

By: _____
(*SEAL*)

Title: _____

Registered Contractor

Virginia Certificate No. _____

Business Address:

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

ATTACHMENT C

LIST OF LOCATIONS

DATED DECEMBER 8, 2025

I. CURB & GUTTER

Location	Department	Quantity (Feet)
CONCRETE(20) 511 VALLEYDALE AVE 07-17-2020	Street	98
CONCRETE(20) 1229 FORREST LAWN DR 09-18-2020	Street	21
CONCRETE(21) 515 MOUNT VERNON AVE 07-01-2021	Street	19
CONCRETE(21) 106 LEWIS AVE 08-30-2021	Street	87
CONCRETE(22) 902 S COLLEGE AVE 06-09-2022	Street	5
CONCRETE(22) 736 ELIZABETH AVE 07-01-2022	Street	56
CONCRETE(22) 810 S COLLEGE AVE 08-02-2022	Street	16
CONCRETE(22) 801 DELAWARE ST 09-21-2022	Street	43
CONCRETE(22) 423 VALLEYDALE AVE 09-26-2022	Street	84
CONCRETE(22) 129 TAYLOR AVE 12-12-2022	Street	64
CONCRETE(23) 25 PARKDALE DR 03-28-2023	Street	18
CONCRETE(23) 1601 S COLORADO ST 05-30-2023	Street	12
CONCRETE(23) 835 E MAIN ST 10-04-2023	Street	1
CONCRETE(23) 242 LOCUST AVE 10-06-2023	Street	18
CONCRETE(24) MIDLAND RD & EASTON RD 20-13-2024	Street	17
CONCRETE(24) 911 FRONT AVE 03-15-2024	Street	30
CONCRETE(24) 818 RED LN 06-04-2024	Street	50
CONCRETE(24) 1505 CARROLLTON AVE 06-11-2024	Street	16
CONCRETE(24) 709 GLENMORE DR 06-17-2024	Street	15
CONCRETE(24) 306 ACADEMY ST 07-03-2024	Street	10
CONCRETE(24) 1434 CARROLLTON AVE 08-26-2024	Street	27
CONCRETE(24) 1817 EPPS DR 10-09-2024	Street	18
CONCRETE(25) 2655 CLOVER ST 4-18-2025	Street	9
CONCRETE(25) 416 CHAPMAN ST 5-19-2025	Street	3
CONCRETE (25) 137 TAYLOR AVE 9-8-2025	Street	116
CONCRETE (25) 447 DALEWOOD AVE 10-17-2025	Street	5
CONCRETE (25) 207 ACADEMY ST 10-17-2025	Street	27
CONCRETE (21) 515 MOUNT VERNON AVE 07-01-2021	Water	11
CONCRETE (21) 353 APPERSON DR 11-18-2021	Water	30
CONCRETE (22) 1761 GLENDON RD 20-17-2022	Sewer	8
CONCRETE (22) 1096 CHRISTY CIR 02-23-2022	Water	6
CONCRETE (22) 321 N BRUFFEY ST 03-14-2022	Water	18
CONCRETE (22) 355 ACADEMY ST 05-09-2022	Water	10
CONCRETE (22) 219 W MAIN ST 05-17-2022	Water	10
CONCRETE (22) 112 W MAIN ST 06-02-2022	Water	5

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

CONCRETE (22) 221 ELM ST 06-09-2022	Sewer	7
CONCRETE (22) 816 ROANOKE BLVD 07-25-2022	Water	7
CONCRETE (22) 1221 MEADOWVIEW DR 08-08-2022	Sewer	11
CONCRETE (22) 202 WILSON ST 09-06-2022	Sewer	15
CONCRETE (22) 801 DELAWARE ST 09-21-2022	Water	7
CONCRETE (22) 238 WILSON ST 11-17-2022	Sewer	6
CONCRETE (22) 211 S YORKSHIRE ST 12-06-2022	Water	30
CONCRETE (23) 222 WILSON ST 01-11-2023	Water	12
CONCRETE (23) 326 MCCLELLAND ST 02-16-2023	Sewer	4
CONCRETE (23) 2338 MOWLES DR 02-22-2023	Sewer	20
CONCRETE (23) 403 NORHTERN DR 03-02-2023	Water	11
CONCRETE (23) 212 VALLEYDALE AVE 03-16-2023	Sewer	7
CONCRETE (23) 822 PALMER AVE 04-19-2023	Water	5
CONCRETE (23) 813 MARSTON ST 04-27-2023	Sewer	8
CONCRETE (23) 202 BOWMAN AVE 06-01-2023	Sewer	10
CONCRETE (23) 203 TAYLOR AVE 06-07-2023	Water	14
CONCRETE (23) 831 YORKSHIRE ST 08-14-2023	Sewer	16
CONCRETE (23) 843 RED LANE 11-08-2023	Sewer	17
CONCRETE (23) 512 ACADEMY ST 11-14-2023	Water	15
CONCRETE (23) 1428 BRUSHY MOUNTAIN DR 11-28-2023	Water	3
CONCRETE (24) MIDLAND RD & EASTON RD 02-13-2024	Water	8
CONCRETE (24) 830 W MAIN ST 04-01-2024	Sewer	6
CONCRETE (24) 202 CHESTNUT ST 04-08-2024	Sewer	8
CONCRETE (24) 721 RED LN 04-08-2024	Sewer	10
CONCRETE (24) 1813 E MAIN ST 04-16-2024	Sewer	10
CONCRETE (24) 1330 LYNCHBURG TNPK (Bldg 444D) 04-30-2024	Sewer	10
CONCRETE (24) 1201 CAROLINA AVE 06-04-2024	Sewer	10
CONCRETE (24) 903 MARSTON ST 06-06-2024	Water	15
CONCRETE (24) 2039 W MAIN ST 06-18-2024	Sewer	9
CONCRETE (24) 1402 HAYDON ST 06-24-2024	Sewer	6
CONCRETE (24) KATHRYN LANE & HARRIET ANN DR 07-08-2024	Water	20
CONCRETE (24) 1483 W MAIN ST 07-08-2024	Sewer	4
CONCRETE (24) 325 ACADEMY ST 07-16-2024	Water	3
CONCRETE (24) 214 ELM ST 07-22-2024	Sewer	8
CONCRETE (24) 115 N MARKET ST 08-01-2024	Water	4
CONCRETE (24) RIDGEWOOD DR & BRAEBURN DR 08-01-2024	Water	20
CONCRETE (24) 2655 CLOVER ST 09-16-2024	Sewer	9
CONCRETE (24) 221 HOWARD DR 09-24-2024	Sewer	9
CONCRETE (24) 300 N MARKET ST 10-24-2024	Water	11
CONCRETE (24) 827 MARSTON ST 11-05-2024	Sewer	6
CONCRETE (24) 807 MARSTON ST 11-12-2024	Sewer	24
CONCRETE (24) 15 LEWIS AVE 11-14-2024	Water	5
CONCRETE (24) 803 YORKSHIRE ST 11-14-2024	Sewer	8

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

CONCRETE (24) 1206 MISSOURI AVE 11-20-2024	Sewer	16
CONCRETE (24) 427 LAKE AVE 11-20-2024	Sewer	6
CONCRETE (25) 400 JAMES ST 01-28-2025	Water	14
CONCRETE (25) 308 LAKE ST 02-26-2025	Sewer	9
CONCRETE (25) 1403 BRUSHY MOUNTAIN DR 04-10-2025	Sewer	11
CONCRETE (25) 1008 INDIANA ST 04-16-2025	Water	7
CONCRETE (25) 405 CHESTNUT ST 04-21-2025	Sewer	6
CONCRETE (25) ELECTRIC RD AND ST JOHNS RD 04-23-2025	Water	9
CONCRETE (25) ELECTRIC RD AND ST JOHNS RD 04-23-2025	Water	5X4
CONCRETE (25) ELECTRIC RD AND ST JOHNS RD 04-23-2025	Water	6
CONCRETE (25) 641 LOU ANN ST 06-02-2025	Sewer	11
CONCRETE (25) 228 HAWTHORN RD 06-25-2025	Water	6
CONCRETE (25) 147 LEWIS AVE 07-09-2025	Water	10
CONCRETE (25) 228 HAWTHORN RD 07-09-2025	Sewer	16
CONCRETE (25) 1251 W. MAIN ST 08-07-2025	Water	7
CONCRETE (25) 310 CHAPMAN ST 08-08-2025	Water	5
CONCRETE (25) 335 ACADEMY ST 8-12-2025	Sewer	8
CONCRETE (25) 204 LEWIS AVE 08-29-2025	Water	10
CONCRETE (25) 600 W. MAIN ST 09-29-2025	Water	10

II. ROLL CURB & GUTTER

CONCRETE (23) 643 PYRTLE DR 4/24/2023	Street	13
CONCRETE (22) 1424 HAYDON ST 09-21-2022	Sewer	7
CONCRETE (23) 2221 ELLISON AVE 01-11-2023	Water	4
CONCRETE (23) 2217 ELLISON AVE 1-11-2023	Water	17
CONCRETE (23) 1759 POMEROY RD 04-11-2023	Water	8
CONCRETE (23) 842 CITADEL LN 04-12-2023	Sewer	10
CONCRETE (23) 48 SAWYER DR 07-11-2023	Water	4
CONCRETE (23) 1006 STONEGATE DR 08-03-2023	Water	11
CONCRETE (24) 615 TARPLEY LN 04-30-2024	Sewer	10
CONCRETE (24) 828 MORAN AVE 06-04-2024	Sewer	16
CONCRETE (25) 2823 TITLEIST DR 03-20-2025	Sewer	13
CONCRETE (25) 58 SAWYER DR 05-01-2025	Water	4
CONCRETE (25) 900 INGLESIDE LN 08-19-2025	Water	10

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

III. DRIVEWAY

CONCRETE(23) 1716 PEXTON AVE 12-07-2023	Street	4
CONCRETE(24) 911 FRONT AVE 03-15-2024	Street	20
CONCRETE(24) 1434 CARROLLTON AVE 08-26-2024	Street	18
CONCRETE(21) 2631 LEEMOUNT ST 12-30-2021	Sewer	10x7
CONCRETE(22) 335 MCCLELLAND ST 07-13-2022	Sewer	15
CONCRETE(23) 404 WESTLAND ST 01-10-2023	Water	18
CONCRETE(23) 136 VALLEYDALE AVE 05-08-2023	Sewer	12
CONCRETE(23) 208 BOWMAN AVE 06-01-2023	Sewer	10
CONCRETE(23) 1150 MOUNTAIN AVE 06-07-2023	Water	17x24
CONCRETE(23) 831 YORKSHIRE ST 08-14-2023	Sewer	16
CONCRETE(23) 2151 WINDSOR AVE 10-25-2023	Water	10
CONCRETE(23) 1542 GARST ST 12-18-2023	Water	17
CONCRETE(24) 237 HAWTHORN RD 01-18-2024	Sewer	16x25
CONCRETE(24) 317 S BROAD ST 04-01-2024	Sewer	12
CONCRETE(24) 818 RED LN 06-04-2024	Water	18
CONCRETE(24) 505 N BROAD ST 08-29-2024	Sewer	15
CONCRETE(24) 126 LAKE AVE 09-05-2024	Sewer	6
CONCRETE(25) 815 N. BROAD ST	Sewer	12
CONCRETE(25) 1601 ELECTRIC RD	Water	3
CONCRETE(25) 101 E 4TH ST	Sewer	12
CONCRETE(25) 1601 ELECTRIC RD (2ND DRIVEWAY)	Water	3
CONCRETE(25) 1008 INDIANA ST 4-16-2025	Water	16
CONCRETE(25) 114 VALLEYDALE AVE 4-16-2025	Sewer	12

IV. SIDEWALK

Location	Department	Quantity (Feet)
CONCRETE (20) FIRST ST & ROANOKE BLVD 7/24/2020	Street	18
CONCRETE (21) 910 FRONT AVE 4/20/2021	Street	10
CONCRETE (21) 114 WILSON ST 12/30/2021	Street	5
CONCRETE (22) 902 S COLLEGE AVE 6/9/2022	Street	8
CONCRETE (22) 736 ELIZABETH AVE 7/1/2022	Street	56
CONCRETE (22) 810 S COLLEGE AVE 8/2/2022	Street	25
CONCRETE (23) 2338 MOWLES DR 2/22/2023	Street	20
CONCRETE (23) 423 CHESTNUT ST 4/13/2023	Street	20
CONCRETE (23) 1601 S COLORADO ST 5/30/2023	Street	16
CONCRETE (23) 242 LOCUST AVE 10/6/2023	Street	19
CONCRETE (24) 405 S BROAD ST 5/2/2024	Street	65
CONCRETE (24) 210 CHESTNUT ST 7/15/2024	Street	15

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

CONCRETE (25) 602 FRONT ST 06/03/2025	Street	12
CONCRETE (25) 120 MAPLE ST	Street	5
CONCRETE (25) 447 DALEWOOD AVE 08-20-2025	Street	5
CONCRETE (25) 447 DALEWOOD AVE 08-20-2025	Street	5
CONCRETE (25) 447 DALEWOOD AVE 08-20-2025 ADA COMPLIANT RAMP	Street	10
CONCRETE (25) 317 PENNSYLVANIA AVE 09-29-2025	Street	8
CONCRETE (25) 312 PENNSYLVANIA AVE 09-29-2025	Street	5
CONCRETE (25) 207 ACADEMY ST 10-17-2025	Street	27
CONCRETE (21) 222 WILSON ST 05-26-2021	Water	5
CONCRETE(21) 221 RICHFIELD AVE 06-17-2021	Water	3
CONCRETE(22) 219 WILSON ST 04-06-2022	Water	10
CONCRETE(22) 355 ACADEMY ST 05-06-2022	Water	5
CONCRETE(22) 219 W MAIN ST 05-17-2022	Water	10
CONCRETE(22) 112 W MAIN ST 06-02-2022	Water	5
CONCRETE(22) 221 ELM ST 06-09-2022	Sewer	10
CONCRETE(22) 335 MCCLELLAND ST 07-13-2022	Sewer	5
CONCRETE(22) 202 WILSON ST 09-06-2022	Sewer	10
CONCRETE(22) 223 WILSON ST 10-04-2022	Water	5
CONCRETE(22) 416 ROANOKE BLVD 10-27-2022	Water	10
CONCRETE(22) 238 WILSON ST 11-17-2022	Sewer	14
CONCRETE(23) 601 ROANOKE BLVD 01-10-2023	Water	3
CONCRETE(23) 418 W 4TH ST 01-10-2023	Water	9
CONCRETE(23) 326 MCCLELLAND ST 02-16-2023	Sewer	10
CONCRETE(23) 822 PALMER AVE 04-19-2023	Water	15
CONCRETE(23) 136 VALLEYDALE AVE 05-08-2023	Sewer	10
CONCRETE(23) 210 S COLLEGE AVE 08-30-2023	Water	6
CONCRETE(23) 512 ACADEMY ST 11-14-2023	Water	8
CONCRETE(24) 830 W MAIN ST 04-01-2024	Sewer	6
CONCRETE(24) 202 CHESTNUT ST 04-08-2024	Sewer	8
CONCRETE(24) 1201 CAROLINA AVE 06-04-2024	Sewer	10
CONCRETE (24) 306 ACADEMY ST 7/3/2024	Water	8
CONCRETE(24) 1483 W MAIN ST 07-08-2024	Sewer	4
CONCRETE(24) 325 ACADEMY ST 07-16-2024	Water	6
CONCRETE(24) 214 ELM ST 07-22-2024	Sewer	10
CONCRETE(24) 505 N BROAD ST 08-29-2024	Sewer	13
CONCRETE(24) 234 WILSON ST 07-10-2024	Sewer	5
CONCRETE(24) 126 LAKE AVE 09-05-2024	Sewer	6
CONCRETE(24) 1206 MISSOURI AVE 11-20-2024	Sewer	16
CONCRETE(24) 427 LAKE AVE 11-20-2024	Sewer	9
CONCRETE(25) 1601 ELECTRIC RD 02-10-2025	Water	10
CONCRETE(25) 114 VALLEYDALE AVE 04-16-2025	Sewer	11
CONCRETE(25) 214 TAYLOR AVE 05-05-2025	Sewer	11
CONCRETE(25) 223 WILSON ST 07-09-2025	Water	3

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

CONCRETE (25) 1251 W MAIN ST 08-07-2025	Water	5
CONCRETE (25) 335 ACADEMY ST 08-12-2025	Sewer	9
CONCRETE (25) 204 LEWIS AVE 08-29-2025 ADA COMPLIANT RAMP	Water	8X5

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ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

ATTACHMENT D
GENERAL TERMS AND CONDITIONS

Vendor: The general terms and conditions which follow, apply to all purchases and are an integral part of each purchase order issued by the City of Salem, Virginia unless otherwise specified. Vendors are expected to fully inform themselves of these terms and conditions and failure to do so will be at the vendor's own risk and relief cannot be secured on the plea of ignorance. Subject to the state and local laws and all rules, regulations and limitations imposed by legislation of the federal government.

Acceptance: This purchase order constitutes Buyer's offer to Seller upon the terms and conditions stated herein and shall become a binding contract based on the terms and conditions set forth herein when it is accepted either by Seller's acknowledgement or performance.

Entire Agreement: These terms and conditions, any other special conditions and specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Buyer and Seller and supersede all previous communications, either written or verbal with respect to the subject matter of this purchase order.

Changes, additions, deletion: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charge or price will be permitted without the prior written approval of the from the Purchasing Office of the City of Salem.

Contractual Disputes: All claims that may arise under this contract shall be resolved through the procedure set forth in City of Salem's Purchasing Policy and Procedures Manual Section 4007.

Delivery: Delivery shall be FOB Destination. If otherwise, the exact cost to deliver shall be as shown.

Delivery Date/Time: Deliveries shall be strictly in accordance with the schedule set out or referred to on the purchase order and in exact quantities ordered. Delivery shall be made during the working hours of Monday thru Friday 8:00 am – 3:30 pm unless otherwise specified or prior approval for another period has been obtained.

Tax Exemption: The City of Salem and Salem City Public Schools are exempt from State Sales Tax and Federal Excise Tax. The City of Salem Finance Department upon request shall furnish tax Exemption Certificate. The City's Federal Tax ID number is 54-6001593. This tax exempt status does not transfer to the contractor for any taxes associated with the work under this contract. The contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

Condition of Item: All items delivered shall be new, current model year, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary shall not be recognized.

Substitutions: No substitutions or cancellations shall be permitted without prior written approval from the City of Salem Purchasing Department.

Antitrust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now 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 City under said contract.

Indemnification: The contractor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.

License Requirements: All firms having a business location or office in the City of Salem, Virginia are required to be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from the requirement. Questions concerning the BPOL tax should be directed to the Commissioner of the Revenue, telephone number (540) 375-3019.

Method of Payment: Upon satisfactory delivery of the merchandise or satisfactory completion of the services all invoices and statements shall reference the purchase order number and be submitted to: City of Salem, Finance Department, P.O. Box 869, Salem, Virginia 24153. The prices and payments shall be full compensation for the labor, tools, equipment, transportation, overhead and all other incidentals necessary to complete the specified terms and conditions.

ITB # 2026-007
MISCELLANEOUS CONCRETE REPAIRS

Anti-Discrimination: By acceptance of the purchase order, all Offerors certify to the City 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: 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 nondiscrimination 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.

Drug Free Work Place: Offerors must comply with Section 2.2-4312 of the VA Public Procurement Act, Drug Free workplace.

Insurance: Prior to the start of any work under the contract, the Contractor shall provide to the City, Certificate of Insurance Forms approved by the City and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be: Workers' Compensation – Standard Workers Compensation Policy Broad Form Comprehensive General Liability -- \$1,000,000 Combined Single Limit coverage to include: Premises-Operations; Products/Completed Operations; Contractual; Independent Contractors; City and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.); Automobile Liability - \$1,000,000 Combined Single Limit.

Ethics In Public Contracting: By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their 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, present or promised, unless consideration of substantially equal or greater value is exchanged.

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 applicable federal, state and local laws and regulations.

Gifts By Offeror, Contractor Or Subcontractor: No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for the 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.

Material Safety Data Sheets: Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased.

Sellers Responsibility: Sellers shall examine the Purchase Order and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Seller to fulfill in every detail the requirements of the purchase order, or will be accepted as a basis for any claims whatsoever for extra compensation.

Default: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, the City, after due oral and written notice, may procure from other sources and hold Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

Assignment: Neither party shall assign the Purchase Order without the prior written consent of the other party, nor shall any purchase order be assigned to any party that is debarred from doing business with or in the Commonwealth of Virginia.

Valid Purchase Order: For a Purchase Order of the City of Salem to be valid, it must be executed by an authorized person as defined in the Code of the City of Salem, Virginia.

Debarment Status: By accepting Purchase Order, all Offerors certify that they are not currently barred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently barred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

Compliance with federal, state, and local laws and federal immigration law; required contract provisions: The City shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

END OF ITB # 2026-007