

**SPP AGREEMENT# 27-2155**  
**Spot Purchases of Asphalt Paving, Sealing, Patching, Striping (Term Agreement)**

This agreement effective 1 July 2026 by Gator Paving, hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

**WITNESSETH** that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF CONTRACT:** 1 July 2026 through 30 June 2027 with one (1) one-year renewal option that if exercised will extend the term of the contract through 30 June 2028 or upon arrival at \$200,000 spend under this agreement whichever occurs first.

**SCOPE OF SERVICES:** The Contractor shall provide on an as-needed basis as ordered by UMW Facilities Landscape and Grounds: Labor, material, products and equipment required for paving and repairs of asphalt across the UMW Fredericksburg campus and properties located in Fredericksburg, King George, and Stafford, VA. This can include sealing, patching, paving, striping and other ancillary services. Applicable safety rules must be followed at all times, appropriate insurance maintained and the safety of students, faculty, staff, and visitors, as well as UMW properties, some of a historical nature, are considered a priority.

**CONTRACT ADMINISTRATION:** The Director of Landscape and Grounds, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Procurement Services department.

**TERMS AND CONDITIONS:** This agreement, made by the University of Mary Washington, an agency of the Commonwealth of Virginia, is governed in all respects by the laws of the Commonwealth of Virginia, including §23-1.1003 of the Code of Virginia and the associated Rules Governing Procurement of Goods, Services, Insurance and Construction (The Rules) and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and Their Vendors; the provisions of which are available at <https://vascupp.org>

By accepting and performing against this agreement, all vendors, suppliers, contractors or firms (as such terms may be used) providing goods or services to the University of Mary Washington attest acceptance and compliance with the provisions found in applicable Virginia law, including the terms and conditions below:

1. Sales to the University are normally exempt from State taxes. [State sales and use tax certificate of exemption form ST-12](#) may be specifically issued upon request.
2. Pricing shall include shipping F.O.B. destination unless over-the-counter purchase.
3. Goods delivered or services rendered must be strictly in accordance with this agreement and cannot deviate in any way from the terms, conditions or specifications without the prior approval of the University. Equipment, materials, or supplies delivered on this order are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.
4. The supplier must provide a current Material Safety Data Sheet (MSDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200. MSDS should be sent to: University of Mary Washington, Attn. Office of Environmental Health and Safety, Hamlet House, 1301 College Avenue, Fredericksburg, VA 22401 or email to: [safety@umw.edu](mailto:safety@umw.edu)
5. The University’s standard payment terms are NET 30, unless otherwise negotiated by the University or University’s banking services provider. The University will compute payment from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services or the date the correct invoice is

received, whichever is later, or as may be agreed between the University and the supplier. To receive payment, a valid University of Mary Washington Purchase Order number must be shown on all invoices and shipments associated with a Purchase Order. Payment may not be made until an authorized agent of the supplier has [registered with the University of Mary Washington](#).

6. The following provisions apply to a contract made under a federal grant; Appendix II to Part 200 – Contract Provisions for non-Federal Entity contracts under Federal Awards. Any modification to these terms must be agreed to in writing by both parties prior to performance of this order.
7. This order may be subject to federal oversight. The vendor, as applicable, will comply with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Part 317-326 (Procurement Standards) and Section 2 CFR 200.404 (Cost Reasonableness).
8. This order is the entire agreement between the University (including University employees and other End Users) and the supplier. In the event that the supplier enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this order shall apply.
9. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
10. If the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by §10 Rules Governing Procurement Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia prohibiting Contractor from discriminating in employment and Governing Rules §11 obligating Contractor to provide a drug-free workplace shall apply.
11. This public body, University of Mary Washington, does not discriminate against faith-based organizations in accordance with the Governing Rules §36 or against a bidder or offeror, vendor, or contractor because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

**GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Solicitation which are a mandatory part of the resulting contract.

**SPECIAL TERMS AND CONDITIONS:**

**ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

**CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is

made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.

b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.

c. UMW reserves the right to audit a Contractor's background check process at any time.

d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.

e. Screens shall include:

i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history

ii. DOJ Sex Offender Search and individual evaluation of results

iii. County Criminal Search for all identified counties.

**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, 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.

**EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

**ENVIRONMENTAL PROTECTION AND STORM SEWER SYSTEM SAFEGUARDING:** UMW is operating under MS4 Permit VAR040094. It is the contractor's responsibility/duty to protect that permit and our waterways as follows:

1. Stormwater and Environmental Protection: The Contractor shall take all necessary precautions to protect the University's stormwater systems, including but not limited to, storm drains, catch basins, inlets, culverts and associated infrastructure, from contamination, obstruction or damage as a result of operations.
2. Prohibited Discharges: The Contractor shall not discharge, dispose or rinse materials, including, but not limited to striping paint, solvents, oils, fuels, concrete washout, chemical agents, rinse-water, or other hazardous or construction-related substances, into:
  - a. Storm Sewer Grates, Inlets, or Drains
  - b. Landscaped or Grass Areas
  - c. Streets or Gutters
  - d. Any area where runoff may enter the stormwater system.

Rinsing or cleaning of paint striping or paving equipment shall not occur on University property, unless performed in a designated and approved washout area with appropriate containment measures.

3. Containment and Spill Prevention: The Contractor shall implement and maintain proper containment and spill prevention practices in accordance with applicable federal, state, and local environmental regulations. This includes utilizing covers, berms, absorbent materials and other best management practices (BMPs) to prevent discharges.
4. Remediation and Cleanup Costs: The Contractor shall be fully responsible for all costs associated with any required remediation, cleanup, environmental testing or damage repair resulting from non-compliance with this clause, including costs incurred by the University to correct such violations.
5. Reporting and Notifications: The Contractor shall immediately notify the University Project Manager, the Director of Landscape and Grounds and/or Environmental Health and Safety (EHS) representative in the event of any spill, discharge, or suspected contamination incident. Failure to report may result in penalties, work stoppage or termination of the contract.

**FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with **§ 2.2-4201**, during the performance of this contract, the contractor agrees as follows:

1. 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, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, 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 chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

**FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

**INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

**INSURANCE:** The contractor certifies that the contractor and any subcontractors will maintain insurance coverages outlined below during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

**NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

**NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

**OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

**PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**PROCUREMENT MANUAL:** This agreement is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

**RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

**RENEWAL OF AGREEMENT:** This contract may be renewed by the University upon written agreement of both parties for one (1) one-year period, under the terms of the current contract, and at a reasonable time (approximately 30 days) prior to the expiration.

**SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

**SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

**STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

**WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

**WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its 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 work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale or \$450.00. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

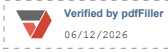
To be considered eligible for payment, *all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:*

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.**

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR**



Signature: Cheryl Gowe Gates

Printed Name: Cheryl Gowe Gates

Title: President

Date: 6/12/2026

FEI/FIN#: 522012308

Phone: 5403795202

Email: cheryl@gatorpaving.com

**UNIVERSITY OF MARY WASHINGTON**

Signature: \_\_\_\_\_

Printed Name: Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: June 12, 2026