

**BERRYVILLE TOWN COUNCIL
MEETING AGENDA
Called Meeting
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Friday, May 25, 2018
4:00 p.m.**

Item

Attachment

1. **Call to Order** – Patricia Dickinson, Mayor

2. **Pledge of Allegiance**

3. **Approval of Agenda**

4. **Discussion** – IFB #05-18 Paving, Milling, and Line Striping

1↕

5. **Other**

6. **Closed Session** – No closed session scheduled

7. **Adjourn**

↕ denotes an item on which a motion for action is included in the packet

Staff has developed an IFB for paving, milling, and line striping. This offering would complete paving activity for the second half of FY18 and the first half of FY19. Because of the expected cost of this work, the Town Council must approve the offering and the award of the bid.

Please find attached the offering and a map on which the street sections in question are highlighted.

This matter was introduced to the Streets and Utilities Committee at their May 22 meeting.

The Council is asked to 1) approve the IFB and authorize its issuance and 2) authorize the Town Manager to award a contract in this matter; provided that the low bidder meets the minimum standards established in the IFB and the bid does not exceed allocated funds.

BERRYVILLE TOWN COUNCIL
MOTION TO APPROVE IFB #05-18

Date: May 25, 2018

Motion By:

Second By:

I move that the Council of the Town of Berryville approve the issuance of IFB #05-18 and authorize the Town Manager to accept the low bid and execute all contract documents; provided that the chosen bidder meets minimum standards established in the IFB and the bid does not exceed allocated funds.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

Harry Lee Arnold, Jr., Recorder



INVITATION FOR BID

TOWN OF BERRYVILLE

PAVING, MILLING, AND LINE STRIPING IFB #05-18

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INVITATION FOR BID - SUBMITTAL INFORMATION SUMMARY
TOWN OF BERRYVILLE
PAVING, MILLING, AND LINE STRIPING

RECEIPT AND OPENING OF BIDS: Sealed bids addressed to the Town of Berryville, Virginia will be received at the Town Business Office, Berryville-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611 until **MONDAY, June 25, 2018 at 2:00 PM**.

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center, at the same address.

SCOPE OF WORK: The Town of Berryville, Department of Public Works desires to have a contractor available to perform paving, milling, and line striping related to known projects at various Town locations as listed on *Bid Proposal Form Scope of Work* of this Invitation for Bid.

PRE-BID MEETING: A **mandatory** pre-bid meeting is scheduled for **Tuesday, June 5, 2018 at 2 PM** in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611. Contractor attendance at this meeting will be a prerequisite for submitting a bid.

QUESTIONS: After the pre-bid meeting, prospective bidders are requested to submit any questions no later than **Monday, June 11, 2018 by 12 PM** to Heather Fiddler, Finance Clerk, via e-mail at hfiddler@berryvilleva.gov. All questions and responses will be posted on the Town website <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities> and eVA <https://eva.virginia.gov> **Thursday, June 14, 2018 by 5 PM**. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the Town.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the addresses listed below: <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities> and <https://eva.virginia.gov>. Please note, that it is the respondents' responsibility to check these sites frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of award.

AWARD: Award will be made to the lowest responsive and responsible bidders, based on Grand Total of *Scope of Work*. Bidders must comply with all provisions of the Invitation for Bid, and award will be made provided the bid prices are reasonable and in the best interest of the Town.

BID BOND: A bid bond in the amount of 5% of the total bid amount must be submitted with the bid.

PERFORMANCE & PAYMENT BONDS: The successful bidder will be required to submit Performance and Payment Bonds in the amount of 100% of the awarded contract amount.

AGREEMENT: The bidder(s) recommended for award will be required to complete a two-party standard form of agreement (Contract).

SUBMISSION OF BID: All bids must be sealed and labeled on the outside of a sealed container to show the following:

PAVING, MILLING, and LINE STRIPING

IFB #05-18

Name and address of Offeror

Closing Date Monday, June 25, 2018 at 2 PM

All bids are to be addressed and delivered by the date and time specified to:

Heather Fiddler, Finance Clerk

Town of Berryville

101 Chalmers Court, Suite A

Berryville, VA 22611

VENDOR REGISTRATION: Bidders must submit with their bids a W-9: Identification Number and Certification and the Town's Vendor Registration/Update form.

INVITATION FOR BID – SOLICITATION TERMS & CONDITIONS

TOWN OF BERRYVILLE

PAVING, MILLING, AND LINE STRIPING

PURPOSE: The Purpose and Intent of this Invitation for Bid is to establish a firm fixed price contract with a qualified contractor available to perform paving, milling, and line striping related to known projects at various Town locations as listed on *Bid Proposal Form Scope of Work* of this Invitation for Bid.

PRE-BID MEETING, QUESTIONS, ADDENDUM: A **mandatory** pre-bid meeting is scheduled for **Tuesday, June 5, 2018 at 2 PM** at Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611, in the Main Meeting Room, Second Floor. Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this meeting will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid meeting. Attendance at the meeting will be evidenced by the representative's signature on the attendance roster.

After the pre-bid meeting, prospective bidders are requested to submit any questions no later than **Monday, June 11, 2018 by 12 PM** to Heather Fiddler, Finance Clerk, via e-mail at hfiddler@berryvilleva.gov. All questions and responses will be posted on the Town website <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities> and eVA <https://eva.virginia.gov> **Thursday, June 14, 2018 by 5 PM**. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the Town.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted on the Town website <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities> and eVA <https://eva.virginia.gov>. Please note, that it is the respondents' responsibility to check these sites frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of award.

VENDOR REGISTRATION: Bidders must submit with their bids a W-9: Identification Number and Certification and the Town's Vendor Registration/Update form.

RECEIPT AND OPENING OF BIDS: It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.

Bids will be opened at the time and place stated in the advertisement. The officer or agent of the Town, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

AWARD: Award will be made to the lowest responsive and responsible bidders, based on Grand Total of *Scope of Work*. Bidders must comply with all provisions of the Invitation for Bid, and award will be made provided the bid prices are reasonable and in the best interest of the Town.

BID BOND: A bid bond in the amount of 5% of the total bid amount must be submitted with the bid.

PERFORMANCE & PAYMENT BONDS: The successful bidder will be required to submit Performance and Payment Bonds in the amount of 100% of the awarded contract amount.

NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Town reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds allocated to the Town whenever such low bid exceeds the Town's allocated funds. For the purpose of determining when such negotiations may take place, the term "allocated funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town may initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the allocated funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

CONTRACT TERM: The contract term shall be effective from the date of contract award until the Scope of Work has been completed.

PRICING SCHEDULE: The following is a schedule of the units used in the Scope of Work of this solicitation.

SY = Square Yard	LF = Linear Feet	EA= Each
CY = Cubic Yard	TN = Ton	HR = Hour

ALL WORK SHALL CONFORM AND IS SUBJECT TO THE CURRENT VDOT ROAD AND BRIDGE SPECIFICATIONS. Visit <http://www.virginiadot.org/business/const/spec-default.asp> for Road and Bridge Specifications and Revisions.

Work shall begin within 10 days of issuance of *Notice to Proceed* and shall be completed no later than September 30, 2018. Time is of the essence.

WORK HOURS: All work shall be performed between the hours of 7:00 AM and 6:00 PM Monday through Friday. No work will be permitted on Saturday, Sundays or holidays unless approved in advance by the Town.

GENERAL REQUIREMENTS: The Contractor shall obtain and pay for all applicable permits prior to beginning any work.

The Contractor shall obtain a Town Business License as required by Town Code.

The Contractor shall request all applicable inspections as required by local, state and/or federal codes and regulations.

The Contractor shall not act on requests or take direction from anyone except the Director of Public Works or representative.

The Contractor is responsible for notifying "Miss Utility" 48 hours prior to digging and must provide a copy of the ticket to the Project Manager. Site conditions may dictate the need for marking of any Town of Berryville "Locally Owned" utilities or irrigation systems. It is the responsibility of the Contractor to notify the Town Director of Public Works or representative, ahead of any work performed, that this coordination and locating service is necessary.

Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required in accordance with the most current editions of the Virginia Department of Highways and Transportation (VDOT) Road and Bridge specifications. Visit <http://www.virginiadot.org/business/const/spec-default.asp> for Road and Bridge Specifications and Revisions.

The contractor must provide all necessary labor and equipment to meet certified VDOT work zone requirements when working in but not limited to VDOT Right of Way, Town Right of Way, and Town owned parking lots, and roadways to safely direct traffic (both vehicular and pedestrian) around the work areas.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect this and other property at or adjacent to the site.

Contractor shall remove and transport any removed asphalt to a Contractor provided dumpsite upon removal. No removed asphalt shall be stock piled on the street.

After the completion of the project, all roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition or better at the time of the *Notice to Proceed*. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or substandard conditions.

The Contractor shall provide adequate protection for all structures at the site. Any damage to Town owned facilities by the Contractor shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the Town.

The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner. If subcontractors are to be utilized, they must meet the same qualifications and adhere to the same standards as the Contractor and will remain the Contractor's responsibility.

Contractor shall make the areas safe at the end of each work shift.

The Contractor shall perform all specified work using properly trained, skilled, bonded, and licensed individuals supervised by the contractor. The Contractor shall be licensed and bonded in the Commonwealth of Virginia and shall have a minimum of five (5) years experience.

Off-street parking control, the Contractor will provide and post "No Parking" signs in appropriate locations as approved by the Director of Public Works and deliver notices to individual residences regarding parking restrictions 48 hours prior to commencement of work. The content of notices delivered to residences will be approved by the Director of Public Works. The manner of delivery and placement of notices at residences will be approved by the Director of Public Works.

CONTRACTOR REGISTRATION:

If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$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 a "CLASS A CONTRACTOR".

If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR".

If such a contract is over \$1,000 but less than \$10,000, 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 tradesmen 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 _____.

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.

Contractor Name: _____.

License # _____ Type _____.

Subcontractor Name: _____.

License # _____ Type _____.

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 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.

WARRANTY: All work provided under this contract shall have, as a minimum, one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud.

INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless the Town of Berryville, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

CANCELLATION OF CONTRACT: The Town reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Town reserves the right to waive any informality in or to reject any or all bids, or to delete portions of bids, which in its sole and absolute judgment are responsive to the bid documents and will under all circumstances best serve the Town's interest.

Town of Berryville

General Terms and Conditions – Invitations for Bids

These General Terms and Conditions are required for use in written solicitations issued by the Town for procurements.

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 to the Town of Berryville 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

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 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 the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT DISCRIMINATION PROHIBITED: Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

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 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 the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of 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 bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Town of Berryville from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR IFBs: Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Town may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

BILL PAYMENT POLICY: The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town of Berryville is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town of Berryville shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS: All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

A contractor awarded a contract under this solicitation is hereby obligated:

- A) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- B) To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF BIDDERS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- A) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B) The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - 3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided

by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

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

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, unless otherwise provided in the Invitation for Bid, the name of a certain brand does not restrict bidders to a specific brand, make or manufacturer's name, but conveys the general style, type, character and quality of the article desired. Any article that the Town, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be acceptable. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

TRANSPORTATION AND PACKAGING: By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Municipal League. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

Excess Liability-\$1,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).

Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period.

Cyber or Identity Breach liability-\$1,000,000 each identity breach

Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period.

Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

The Town shall be named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

HOLD HARMLESS AGREEMENT: Contractor shall attach to each liability insurance policy, with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS: During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) 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
- F) 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.

INSTRUCTION TO BIDDERS
TOWN OF BERRYVILLE
PAVING, MILLING, AND LINE STRIPING

DEFINED TERMS: Terms used in these Instructions to Bidders have the following meanings assigned to them. The term "Bidder" means one that submits a bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive bidder to whom the Town (based on the Town's evaluation as hereinafter provided) makes an award. The term "contract documents" includes the advertisement or invitation to bid, Instructions to Bidders, Submittal Information Summary, Solicitation Terms & Conditions, Bid Proposal Form Scope of Work, General Terms and Conditions – Invitations for Bids, and the Proposed Contract Documents (including all Addenda issued before receipt of bids.)

1. Whenever the word "Town" is used, it will mean the Town of Berryville, Virginia.
2. Whenever the word "Public Works Director" is used, it will mean the Director of Public Works for the Town of Berryville.

BIDS: The following provisions and conditions in filling out the bid form shall govern bidders.

1. Bids shall be made on the Bid Proposal forms Scope of Work and Proposal Cover with all items completely filled out.
2. A bid that is qualified by the bidder by the attachment of unsolicited terms or conditions under which the bid is to be considered may be subject to rejection.
3. Total amounts are to be indicated on the bid form, based on the quantities indicated and the unit prices bid. The quantities shown on the bid form are approximations and are for comparing bids.
4. Each bid must be accompanied by a bid bond in the form of a cashier's check or checks payable to the Town of Berryville, Virginia in an amount of at least five percent of the total bid, or a bid bond in like amount, as a guarantee that if the Bid is accepted, the Bidder will execute a Contract Agreement for the work and furnish a construction performance bond in the full amount of the bid and a construction payment bond of 100 percent of the total bid, within ten (10) consecutive calendar days following receipt of the Notice of Award.
5. Before submitting a bid, the bidder shall carefully examine the Specifications and other Contract Documents, visit the site of the work and fully inform himself by such means as he may think necessary or desirable as to all existing conditions and limitations.
6. Each bidder shall include in the prices in his bid, the cost of all work and materials necessary to complete the project indicated in the Contract Documents, performed in full compliance with the specification requirements.
7. Each bid must be submitted in a sealed envelope and delivered to the Town of Berryville, Virginia at the Town's business office at 101 Chalmers Court, Suite A, Berryville, Virginia 22611, on or before the hour and date set in the bid document. The sealed envelope containing the bid shall be marked on the outside to show the bidder's name, address, the title of the bid and the time and date of opening. There will be a public bid opening.
8. Bids may not be withdrawn after the scheduled closing time for their receipt.

INTERPRETATION OF DOCUMENTS: It is the intent of the specifications and other Contract Documents that the Contractor furnishes all labor and materials, equipment and transportation necessary for the proper and complete execution of the work, unless specifically noted otherwise. Should a bidder find discrepancies in or omissions from the various documents, or should he be in doubt as to their explicit meanings, he shall notify Heather Fiddler, Finance Clerk, via e-mail at hfiddler@berryvilleva.gov. All questions and responses will be

posted on the Town website <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities> and eVA <https://eva.virginia.gov>. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the Town.

QUALIFICATIONS OF BIDDERS:

1. Bids will not be accepted from, nor contracts awarded to, any person, firm or corporation that is in arrears to the Town, or that is not fully qualified or able to perform the work.
2. Each bidder must satisfy the Public Works Director and the Town as to the suitability and adequacy of his equipment and as to his practical ability to perform the work set forth in these Contract Documents within the specified time.
3. Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

WITHDRAWAL OF BID: Any bidder may withdraw his bid by written request, at any time before the scheduled closing time for receipt of the bids.

AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest fully qualified responsible bidder complying with these instructions to bidders and with the advertisement. The Town reserves the right to reject any and all bids or to waive any informalities or technicality in bids received if it appears that the best interests of the Town may thereby be served.

CONTRACT AGREEMENT: The successful bidder shall execute the formal contract agreement and furnish a construction performance bond and a construction payment bond satisfactory to the Town within ten (10) business days, Saturdays, Sundays and holidays excluded, from and including the date of receipt of the Notice of Award. Failure to do so will be an adequate and just cause of annulment or cancellation of the award, and in such case, the bid bond or bid guarantee will become the property of the Town.

INVITATION FOR BID - PROPOSAL COVER
Town of Berryville
Paving, Milling, and Line Striping
IFB #05-18

TOTAL - SCOPE OF WORK \$ _____

_____dollars _____cents

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

eVA Vendor ID or DUNS#: _____

E-mail Address: _____

Name: _____
Authorized Representative(Please Print)

Phone Number: (_____) _____

Fax Number: (_____) _____

Title: _____

THIS FORM MUST BE USED FOR BID PROPOSAL

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INVITATION FOR BID - PAVING, MILLING, AND LINE STRIPING

Bid Proposal Form - Scope of Work

Rice Street - From Walnut Street to West Main Street

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	6		
Re-establish Stone Shoulders	Match existing width and create positive drainage.		
Apply 1.5 inches of SM 9.5 AL	Approximate length 1,380 LF; bidders to verify length.		
Width of Road Varies	Bidders to verify various widths.		
Rice Street - From Walnut Street to West Main Street - Total			\$

Taylor Street - From Orchard Drive to End of Taylor Court

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Curb Relief	Approximate length 1,000 LF; bidders to verify length.		
Apply 1.5 inches of SM 9.5AL	Approximate length 540 LF; bidders to verify length.		
Width of Road	Approximate width of road 26 LF; bidders to verify width.		
Mill Tie-in Joints	4		
Taylor Street - From Orchard Drive to End of Taylor Court - Total			\$

Treadwell Street - From Smith Street to Crown Street

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2		
Apply 1.5 inches of SM 9.5AL	Approximate length 280 LF; bidder to verify length.		
Width of Road	Approximate width 18LF; bidder to verify width.		
Re-establish Stone Shoulders	6 inch wide stone shoulder.		
Treadwell Street - From Smith Street to Crown Street - Total			\$

Dunlap Drive - From Henderson Court to Hermitage Blvd

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2		
Mill Curb Relief	Approximate length 1,100 LF; bidder to verify length.		
Apply 1.5 inches of SM 9.5AL	Approximate length 550 LF; bidder to verify length.		
Width of Road	Approximate width 27 LF; bidder to verify width.		
Dunlap Drive - From Henderson Court to Hermitage Blvd - Total			\$

Moore Drive - From Page Street to End of Cul-De-Sac

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2		
Mill Curb Relief	Approximate length 600 LF; bidder to verify length.		
Apply 1.5 inches of SM 9.5AL	Approximate length 320 LF; bidder to verify length.		
Width of Road Varies	Bidders to verify various widths.		
Moore Drive - From Page Street to End of Cul-De-Sac - Total			\$

Smith Street - From Academy Street to Treadwell Street

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	3		
Apply 1.5 inches of SM 9.5AL	Approximate length 350 LF; bidders to verify length.		
Width of Road	Approximate width is 18 LF; bidders to verify width.		
Re-establish Stone Shoulders	6 inch width.		
Smith Street - From Academy Street to Treadwell Street - Total			\$

Taylor Street - Route 340 South to Orchard Drive

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	3		
Apply 1.5 inches of SM 9.5AL	Approximate length 260 LF; bidders to verify length.		
Width of Road	Approximate width is 18 LF; bidders to verify width.		
Re-establish Stone Shoulders	6 inch width.		
Taylor Street - Route 340 South to Orchard Drive - Total			\$

Treadwell Street - From Dorsey Street to Dead End

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	3		
Apply 1.5 inches of SM 9.5AL	Approximate length 420 LF; bidders to verify length.		
Width of Road	Approximate width 19 LF; bidders to verify width.		
Re-establish Stone Shoulders	6 inch width.		
Treadwell Street - From Dorsey Street to Dead End - Total			\$

INVITATION FOR BID - PAVING, MILLING, AND LINE STRIPING

Bid Proposal Form - Scope of Work

Treadwell Street - From Crown Street to Dorsey Street

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2		
Apply 1.5 inches of SM 9.5AL	Approximate length 550 LF; bidders to verify length.		
Width of Road	Approximate width 17 LF; bidders to verify width.		
Re-establish Stone Shoulders	6 inch width.		
Treadwell Street - From Crown Street to Dorsey Street - Total			\$

South Church Street - From Taylor Street to South Buckmarsh Street

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	6		
Mill Curb Relief	Approximate length 1,270 LF; bidders to verify length.		
Re-establish Double Yellow Lines	Approximate length 2,200 LF; bidders to verify length.		
Apply 2 inches of SM 9.5AL	Approximate length 2,430 LF; bidders to verify length.		
Width of Road	Approximate width 24 LF; bidders to verify width.		
Re-establish Stone Shoulders	Width varies, match existing; bidders to verify width.		
South Church Street - From Taylor Street to South Buckmarsh Street - Total			\$

Rosemont Circle - Swan Avenue to South Buckmarsh Street

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2		
Apply 1.5 inches of SM 9.5AL	Approximate length 1,130 LF; bidders to verify length.		
Width of Road	Approximate width 21 LF; bidders to verify width.		
Re-establish Stone Shoulders	6 inch width.		
Rosemont Circle - Swan Avenue to South Buckmarsh Street - Total			\$

Swan Avenue - From South Buckmarsh Street to Terminus

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	3		
Apply 1.5 inches of SM 9.5AL	Approximate length 1,050 LF; bidders to verify length.		
Width of Road	Approximate width 21 LF; bidders to verify width.		
Re-establish Stone Shoulders	Width varies, match existing; bidders to verify width.		
Swan Avenue - From South Buckmarsh Street to Terminus - Total			\$

TOTAL - SCOPE OF WORK \$

Work shall begin within 10 days of issuance of *Notice to Proceed* and shall be completed no later than **September 30, 2018**. ¶ All Stone Shoulders are to be rolled and compacted. ¶ ALL WORK SHALL CONFORM AND IS SUBJECT TO THE CURRENT VDOT ROAD AND BRIDGE SPECIFICATIONS. Visit <http://www.virginiadot.org/business/const/spec-default.asp> for Road and Bridge Specifications and Revisions.

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: _____
 Authorized Representative (Please Print): _____
 Signature: _____
 Title: _____
 Date: _____

BIDDER'S CHECK LIST
TOWN OF BERRYVILLE
PAVING, MILLING, AND LINE STRIPING

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid Forms must be complete and have an original signature, preferably signed in blue ink.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If FedEx or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

_____ Proposal Cover

_____ Scope of Work

_____ Town of Berryville Vendor Registration/Update form

_____ W-9

_____ Certificate of Insurance

_____ Bid Bond

_____ Contractor License

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Town of Berryville
Vendor Registration/Update

Please fill out the information below and the attached W-9 form to be registered as a vendor with the Town of Berryville.

Your company's legal name: _____

Business Type: _____

What kind of products/services does your company offer?

Company Website: _____

Company Address: _____

City _____

State _____ ZIP Code _____

Name of person representing the company: _____

Phone: _____ Fax: _____

Email: _____

Payment Method: _____ Check _____ P-card

***If you accept VISA, you are required to accept P-card payments.**

For Town Office Use Only

Certificate of Insurance Required: _____ Yes _____ No

Contractor's License Required: _____ Yes _____ No

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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BID BOND

KNOW ALL PERSON BY THESE PRESENTS, that _____ of _____ (hereafter designated as "Bidder"), is submitting herewith to Town of Berryville, Virginia (hereafter designated as "Town") a bid, in accordance with the Scope of Work for Paving, Milling, and Line Striping.

NOW THEREFORE, Bidder is organized and existing under by virtue of the law of the State/Commonwealth of _____, and authorized to transact business within the State of Virginia, as Surety, hereinafter called the "Surety", are held and firmly bound unto the Town in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted the accompanying bid dated _____, 2018 for the Town Paving, Milling, and Line Striping Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Town accepts the Bidder's bid, the Bidder shall, within the period specified therefore, complete the formal contract agreement and furnish the required contract performance bond and contract payment bond as provided in the Contract Documents, upon acceptance of said bid by the Town, or if the Town shall have failed to accept said bid within 30 days of the opening of the bid for this work, then this obligation shall be void and of no effect, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ date of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal

ATTEST:

By: _____
Corporate Secretary

By: _____

Address: _____

Principal

(Corporate Seal)

