

**MINUTES  
BERRYVILLE TOWN COUNCIL  
Berryville-Clarke County Government Center  
Regular Meeting  
January 8, 2019  
7:30 p.m.**

**Town Council:** Present-Patricia Dickinson, Mayor; Harry Lee Arnold, Jr., Recorder; Donna Marie McDonald; Diane Harrison; Erecka Gibson; Kara Rodriguez

**Staff:** Keith Dalton, Town Manager; Christy Dunkle, Planner/Assistant Town Manager; Neal White, Chief of Police; Desiree Moreland, Treasurer/Assistant Town Manager; Lisa Larrick, Town Clerk

**Press:** Mickey Powell, The Winchester Star

1. Call to Order  
Mayor Dickinson called the meeting to order at 7:30 p.m.
2. Pledge of Allegiance
3. Approval of Agenda  
**On motion of Council member Harrison, seconded by Council member Rodriguez, the agenda was approved.**

**The roll call vote was as follows:**

**McDonald - Aye  
Harrison – Aye  
Gibson – Aye  
Rodriguez – Aye  
Arnold – Aye  
Dickinson – Aye  
Absent – none**

4. Public Hearing  
No public hearing.
5. Citizens' Forum  
No citizens spoke.
6. Consent Agenda  
**The Consent Agenda was approved, on motion of Council member Rodriguez, seconded by Council member McDonald. The items approved on the Consent Agenda were:**

**Minutes of Regular Meeting – 12/11/18**

**Minutes of Community Development Committee – 12/12/18**

**The roll call vote was as follows:**

McDonald - Aye  
Harrison – Aye  
Gibson – Aye  
Rodriguez – Aye  
Arnold – Aye  
Dickinson – Aye  
Absent – none

7. Presentations:

**Robinson, Farmer, and Cox Fiscal Year 2018 Audit**

Mayor Dickinson recognized Josh Roller of Robinson, Farmer, Cox Associates. Mr. Roller provided a report on the FY 18 Audit. He noted there were no disagreements with management on any accounting policies or any financial reporting issues or difficulties in dealing with management. Mr. Roller noted that his firm had issued an unqualified opinion in this report.

Mr. Roller asked if there were any questions from Council and there were none.

Mayor Dickinson thanked the Staff for all their efforts in completing this audit.

**Republic Services Recyclables Collection**

Mayor Dickinson recognized Nathan Geldner and Jerry Wilson of Republic Services. Messrs. Geldner and Wilson explained that there have been major issues and changes in recycling; i.e., China no longer accepting recyclables and finding sources for recyclables has become a problem. They stated Republic wants to be a good business partner but cannot be solvent if it keeps absorbing the fees now being incurred for recycling. Therefore, Republic is requesting it be compensated by the Town for processing fees charged on recyclable materials.

Mayor Dickinson asked if the request was to discontinue recycling or change the cost of recycling. Messrs. Geldner and Wilson stated Republic is looking at being compensated for the costs it is now incurring. They stated if the costs ever went down then Republic would pass that savings on to the Town.

Council member Rodriguez asked if Republic was recommending a change to the contract now or at renewal. Messrs. Geldner and Wilson stated that Republic was looking at sooner rather than later.

Council member Rodriguez asked if Republic was looking at a specific figure. Messrs. Geldner and Wilson stated that Republic is now getting charged \$97.52 per ton.

Mayor Dickinson asked for an explanation of the \$97.52. Messrs. Geldner and Wilson explained the processing fee.

Council member Rodriguez asked if Republic was recommending changes to what is recycled. Messrs. Geldner and Wilson said that could be discussed but glass could possibly be removed as it is the heaviest element and therefore the most expensive.

Council member Rodriguez stated she wanted to make sure if anything was amended and the markets recover then the Town would benefit as well. Messrs. Geldner and Wilson said

Republic would put something in the contract that states if that happens, the Town would benefit.

Council member Rodriguez stated in her experience when changes are made to recycling and trash contracts it becomes a public relations nightmare so any changes for her mean at least a 60-day notice to residents so they are properly informed.

Council member McDonald asked if Republic still wants glass. Messrs. Geldner and Wilson stated Republic would still take glass.

Council member McDonald asked the difference between putting glass in the trash verses recycling. Messrs. Geldner and Wilson stated that the trash tipping fee is much lower.

Council member McDonald asked if Republic was asking for more money before the contract renewal. Messrs. Geldner and Wilson said yes but just to make themselves whole and if the market came back Republic would pass that on to the Town.

Council member Harrison asked if the \$97.52 was a flat rate or will it fluctuate. Messrs. Geldner and Wilson stated Republic was trying to hold that figure firm for the year, but it may fluctuate.

Council member McDonald asked if the contract states it can be amended. Messrs. Geldner and Wilson advised that the contract states either party can amend with notice.

Council member Gibson asked if Republic was talking approximately \$9,000.00 for the rest of the year. Messrs. Geldner and Wilson stated they were not sure of the figure but would follow up with Mr. Dalton.

Mayor Dickinson stated Council would take it under advisement and get back to Republic.

8. Report of Patricia Dickinson, Mayor

Mayor Dickinson recognized the Town employees that dealt with the emergency water repairs on December 24<sup>th</sup> and that all their work was very much appreciated. Mayor Dickinson congratulated Mr. Bigelow for having completed all eight courses of the Tree Board University on-line training program. Mayor Dickinson stated that there are still open vacancies on the Tree Board. Mayor Dickinson advised that the Centennial Committee did not have enough funds left over to obtain the Veteran of the Year plaque but the funding was obtained by the VFW and American Legion. Mayor Dickinson advised that once the plaque is received there will be a small ceremony at the Government Center where the plaque will be placed.

9. Report of Harry Lee Arnold, Jr., Recorder

Recorder Arnold had no report.

10. Report of Christy Dunkle, Assistant Town Manager/Planner

Ms. Dunkle stated the ARB met on January 2, 2019 to review a sign and it was also their organizational meeting as well with Mr. Barb retained as Chairman and Ms. Godfrey Vice Chairman. She stated the Tree Board did meet on January 2, 2019 and will be doing a presentation next month. Ms. Dunkle stated there was no BZA meeting and believes there will

probably be a Planning Commission meeting in January. Mayor Dickinson stated that she understands the Tree Board is requesting \$500 in funding for the next budget cycle.

11. Report of Keith Dalton, Town Manager

Mr. Dalton thanked the administrative staff, one of whom was already in the office working as well as the Public Works and Public Utilities staff for their help and work on the December 24<sup>th</sup> water incident. Mr. Dalton stated the leak was caught quickly.

**Memorandum of Understanding Southeast Collector**

Mr. Dalton stated that the Town Council and Board of Supervisors met jointly on December 11, 2018 and directed staff to develop a MOU that would address matters for the project. Mr. Dalton said Mr. Mitchell was contacted and he drafted the MOU which the Board of Supervisors approved on December 18<sup>th</sup>. Mr. Dalton noted for Council that the version they have is dated December 20, 2018 as it was amended after approval by the County to correct a couple of typos.

Town Council and Staff discussed the MOU and correction of typographical error.

**Council Member Harrison moved that the Council of the Town of Berryville approve the Town of Berryville and Clarke County Memorandum of Understanding Transportation Study – Southeast Collector and authorize the Mayor to execute the same on behalf of the Town Council.**

**Recorder Arnold seconded the motion.**

**The roll call vote was as follows:**

- McDonald - Aye**
- Harrison – Aye**
- Gibson – Aye**
- Rodriguez – Aye**
- Arnold – Aye**
- Dickinson – Aye**
- Absent – none**

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**Invitation for Bid – Renovation of Public Works Building.**

Mr. Dalton stated that Public Works moved out of the center of Town in late 1980s to its current facility which has been improved over the years and the next phase is to improve the existing finished space and to expand. He said there is 500 square feet of finished space and the plans would make changes in that existing space as well as expand the space by 500 square feet. Mr. Dalton stated the Town is seeking approval of an IFB and noted the schedule is that they would like to issue the IFB by Thursday if possible and have it completed by the end of May.

Council member Rodriguez asked if there was an approximate price range for the project and if funding was available in this FY budget. Mr. Dalton stated that the estimate provided by the architect is approximately \$97,000 and that funding is available.

Council member Rodriguez asked if the bunkroom was for Public Works Staff. Mr. Dalton stated that it was and explained this would improve the area for Staff during bad weather to bunk, give additional office space, and have a locker room and shower.

Council member Gibson asked if furniture for the bunk room would need to be purchased. Mr. Dalton stated that lockers and a table and chairs for the lunch room would need to be purchased, and possibly an additional cot. He advised that there was some furniture, fixtures & equipment money in the budget.

Mr. Dalton noted that these improvements provide for an emergency eyewash and shower as well as changing out old florescent lights in Bay 1 for LEDs.

Mayor Dickinson noted several typographical errors.

Mayor Dickinson asked if the shower was open to the locker room. Mr. Dalton stated that was correct. Mayor Dickinson stated her concern was, is now the time to design it more coed friendly. Mr. Dalton said both the bathroom and locker room, because of the size of the facility, may be unisex and each have privacy locks.

Mayor Dickinson noted on Page A102 in the eye wash station there was only a washer and no dryer. Mr. Dalton stated accommodations have been made for a dryer and anticipates sometime in the future getting a stackable unit.

Mr. Dalton asked Council how concerned they are about segregating the shower. Mayor Dickinson said that she did research regarding coed environments in which some articles showed if the space had been designed with coed in mind some lawsuits could have been prevented. Mr. Dalton saw the biggest challenge as working in a small environment and he could potentially look at trying to isolate the shower itself or try to create two facilities which would require more space. Mayor Dickinson suggested segregating the shower so the whole locker room is not cut off for one person. Mr. Dalton said he would talk to the architect.

Recorder Arnold said in his experience with the fire department that individuals lock the shower and that not everybody takes showers at the same time and based on space he believes the design is good. Recorder Arnold stated that he felt the architect knows what needs to be done and if it was needed, it would have been recommended. Mr. Dalton said he did discuss this with the architect and given the size, unisex is acceptable. Mr. Dalton stated if Council wanted, he would discuss with the architect segregating the shower area somehow.

Council member McDonald stated that if the door is locked, she feels it would be less expensive to put something on the door that indicates it is use.

Council member Harrison stated her issue was with the bathroom because of the urinal and anyone could just walk in. She suggested making it an enclosed bathroom. Mr. Dalton said there were two challenges to make it enclosed, (i) it would take away the handicapped accessibility and, (ii) there is already a pipe in the slab where the toilet is now but plumbing would have to be put in for another toilet.

Council member McDonald asked if the restroom had a door that could be locked. Mr. Dalton confirmed it had a door that could be locked.

Council member McDonald stated her concern with doing reconfigurations as costs will increase significantly.

**Council member Recorder Arnold moved that the Council of the Town of Berryville approve issuance of the Invitation to Bid for the Renovation of Public Works Building.**

**Council member McDonald seconded the motion.**

**The roll call vote was as follows:**

- McDonald – Aye**
- Harrison – Aye**
- Gibson – Nay**
- Rodriguez – Aye**
- Arnold – Aye**
- Dickinson – Aye**
- Absent – none**

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12. Report of Erecka Gibson - Chair, Budget and Finance Committee

Council member Gibson stated the next Committee meeting is the 4<sup>th</sup> Thursday in January at 10:30 a.m. to discuss the procurement policy and online payments. Mayor Dickinson asked if the documentation had been sent, as she did not recall receiving. Mr. Dalton said he believed it had been sent but he would confirm and, if not he would send the documentation.

13. Report of Kara Rodriguez - Chair, Community Development Committee

Council member Rodriguez stated the Committee met last month with Mr. Len Capelli and Ms. Cathy Kuehner attending and discussed the MOU between the County and Town and will be discussing this further in upcoming meetings. Council member Rodriguez said the Committee would be discussing grant funding under the Creative Communities grant through the Virginia Commission for the Arts and hopefully bring it to Council in February for a vote. Council member Rodriguez congratulated Needles and Pins on its relocation to Main Street and was sad to see Rosie's go and wished the owners the best. Council member Rodriguez stated the next meeting is on January 28, 2019 at 4:30.

14. Report of Donna McDonald – Chair Public Safety Committee

Council member McDonald stated the Committee did not meet. Chief White thanked Officer Shoremount and Sergeant Bristol for coordinating the toy drive and everyone in the Community that donated. Chief White stated the next meeting is on January 23, 2019 at 4:30 p.m. Council member McDonald reminded Council members that she will not be at the next meeting and that

Council member Harrison will be conducting the meeting. She said the Committee will be discussing Chapter 20.

15. Report of Diane Harrison – Chair, Streets and Utilities Committee

Council member Harrison stated the Committee did not meet and will be meeting on January 22, 2019 at 10:30 a.m. to discuss storm water management and couple of issues on other streets.

Mayor Dickinson asked if we had heard back from VDOT on the traffic calming study for South Buckmarsh. Ms. Dunkle stated she called Mr. Short today but did not hear back.

16. Report of Harry Lee Arnold, Jr. – Chair, Personnel, Appointment and Policy Committee

Recorder Arnold stated the next Committee meeting is on January 22, 2019 at 9:00 a.m. and the Committee will be discussing social media policies, Tree Board openings, and Council policies.

17. Closed Session

**Council member McDonald moved that the Council of the Town of Berryville enter a closed session in accordance with §2.2-3711-A-7 Code of Virginia, for consultation with legal counsel.**

**Council member Rodriguez seconded the motion.**

**The roll call vote was as follows:**

**McDonald - Aye  
Harrison – Aye  
Gibson – Aye  
Rodriguez – Aye  
Arnold – Aye  
Dickinson – Aye  
Absent – none**

Reconvene

At 9:30 p.m., the members of the Town Council being assembled within the designated meeting place in the presence of members of the public and the media desiring to attend, the meeting was reconvened.

**Council member Rodriguez moved that the Council of the Town of Berryville adopt the following resolution certifying it has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act.**

**Council member Harrison seconded the motion.**

**Resolution**

**WHEREAS, Section 2.2-3712.D of the Code of Virginia requires a certification by this Council that such closed meeting was conducted in conformity with Virginia law,**

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council.

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Harry Lee Arnold, Jr., Recorder

The roll call vote was as follows:

McDonald - Aye  
Harrison – Aye  
Gibson - Aye  
Rodriguez - Aye  
Recorder Arnold - Aye  
Mayor Dickinson – Aye  
Absent: none

Mayor Dickinson stated that Council discussed the current recycling situation and the challenges in the market. She stated Council has agreed to direct the Town Manager to put on the February agenda a discussion regarding continued collection of glass for recycling as well as contact Republic to see if we can come to an agreement on amending the contract to address the concerns with the current market.

Recorder Arnold stated it is important to mention this is market driven not something the Town is wanting to do but will be required to do and that City of Winchester just went through this process and Frederick County has been dealing with this for approximately two years.

18. Other  
None

19. Adjourn  
**There being no other business, upon motion of Council member Gibson, seconded by Council member Rodriguez, the meeting was adjourned at 9:40 p.m.**

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Harry Lee Arnold, Jr., Recorder

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Lisa Larrick, Town Clerk

TOWN OF BERRYVILLE AND CLARKE COUNTY  
MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION STUDY—SOUTHEAST COLLECTOR

This Memorandum of Understanding (“MOU”) is by and between the Town Council for the Town of Berryville, Virginia (“Council”) and the Board of Supervisors of Clarke County, Virginia (“Board”).

The Council and the Board agree that it is in the best interests of the Town of Berryville (“Town”) and Clarke County (“County”) to obtain a transportation study regarding a collector road, referenced in the 2015 Berryville Area Plan as the “Southeast Collector.” The Southeast Collector is proposed to connect East Main Street (Business Rt. 7) with Buckmarsh Street (U.S. Route 340), a substantial portion of the Southwest Collector having been constructed with the extension of Jack Enders Boulevard into the County Business Park.

In furtherance thereof, the Council and Board agree as follows:

1. FUNDING

A. The cost of the study shall not exceed Fifty Thousand Dollars (\$50,000.00).

B. The cost of the study shall be shared equally by the Town and the County, subject to the following:

(1) The County will pay One Hundred Percent (100%) of the costs payable in fiscal year 2019.

(2) The Town will pay One Hundred Percent (100%) of the costs payable in fiscal year 2020, until the Town has paid an amount equal to the amount paid by the County in fiscal year 2019; thereafter the Town and the County will share equally in the payment of costs.

(3) If upon completion of the study the payments made by the Town and County are not equal, a payment shall be made by the party whose payments have been less to the party whose payments have been more in an amount to equalize the payments made by each.

(4) Should the study be terminated prior to its completion by the unilateral action of either party, the party unilaterally terminating the study shall reimburse the other party for costs paid by the other party.

(5) In the event that the Town Council does not budget funds for the 2020 fiscal year for the Town’s share of the cost of the study, the Town shall reimburse the County for costs paid by the County in fiscal year 2019, and the study shall be terminated.

2. SCOPE

A. The Town and the County will engage a consultant to perform the transportation study, the scope of which is set forth in the Transportation Study Scope of Services, attached hereto as Attachment A.

B. The management team shall have the authority to make minor revisions and/or additions in the scope of services.

3. SELECTION OF CONSULTING FIRM

A. The Town and County agree that the Town Manager, Town Planner, County Administrator, and the County Planning Director ("Management Team") will be responsible for selecting a qualified transportation consulting firm for this project. In order to save on time and cost of procurement, the Management Team will solicit proposals from the Northern Shenandoah Valley Regional Commission's (NSVRC) pool of pre-selected, on-call consulting firms. If qualified proposals are received, the Management Team will select one of more firms to be interviewed. Upon selection of a qualified firm, the Management Team will negotiate a contract within the funding parameters and time frame set forth in the MOU.

B. If the Management Team is unable to select a qualified consulting firm through the NSVRC's program, the Town and County will issue a joint procurement in the form of a Request for Proposals (RFP). The County's Purchasing Manager will be responsible for issuing the RFP and overseeing the procurement process. The Management Team will be responsible for reviewing the proposals, interviewing qualified firms, and negotiating a contract in accordance with State procurement regulations.

C. In the event that the Management Team identifies a qualified firm but is unable to negotiate a contract within the funding parameters set forth in this MOU, the Management Team will consult the Town and County governing bodies for further direction. No contract will be approved with a consulting firm until both governing bodies agree to provide supplemental funding for this scenario.

4. MANAGEMENT AND ADMINISTRATION

A. The County shall act as fiscal agent.

B. The Town Planner shall serve as Project Manager. The Project Manager shall provide progress reports to the Management Team and consult the Management Team with respect to any issues or questions that arise during the project.

C. The Town staff and the County staff shall equally provide support to the Consultant and a commitment to the study, in addition to the provisions in the Transportation Study Scope of Services.

D. If any disputes arise during the study, such disputes shall be addressed jointly by the Town Manager and County Administrator for resolution. If not resolved by the Town Manager and County Administrator, the dispute shall be forwarded to the governing bodies.

5. PROJECT REPORT

The scope of the work shall include a final presentation by the consulting firm to the Town and County governing bodies in a joint session, and the report, in hard copy and electronic format, will be jointly owned by the County and the Town.

6. CANCELLATION

Either party may cancel this Memorandum of Agreement by providing written notice to the other party prior to final approval of the contract with the selected consulting firm.

TOWN COUNCIL OF THE TOWN OF BERRYVILLE

Date Approved: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor

BOARD OF SUPERVISORS OF CLARKE COUNTY

Date Approved: \_\_\_\_\_ By: \_\_\_\_\_  
Chairman

## ATTACHMENT A

### Berryville/Clarke County

#### Transportation Study Scope of Services

##### Background

The Town of Berryville and Clarke County have long planned the development of a collector road on the southeastern quadrant of the Berryville Area to connect US 340 with East Main Street/VA Route 7. The Clarke County Business Park, which was developed by the County and its IDA in the 1990s and 2000s, was originally designed with plans to establish this connectivity as properties in the quadrant developed. One of the biggest impediments (aside from funding) has been determining how to get Norfolk Southern to authorize a new at-grade rail crossing to complete the connectivity. Over the years, Norfolk Southern has required one or more existing crossings to be closed in order to authorize the creation of a new crossover to serve the southeastern collector road. It is critical to determine Norfolk Southern's requirements for approval of a new or improved at-grade crossover including required closures of or improvements to other existing crossovers.

The Town and County recently began looking at an alternative approach that would involve the creation of a new annexation area in this vicinity that could potentially allow an existing crossover to be used (likely with upgrades) in conjunction with new development. While it may provide a more feasible approach, there are concerns with how a true southeastern collector would function if constructed including potential capacity and safety issues with existing intersections and roads if traffic patterns result in the new collector road acting as a true bypass of downtown Berryville.

The Town and County's joint comprehensive plan for development of designated annexation areas – the Berryville Area Plan – provides guidance for the form and scale of future development in the Study Area. Land use and build-out assumptions for this project will be applied from the Berryville Area Plan.

##### Summary of Key Issues to Be Evaluated

1. Determine Norfolk Southern's requirements to authorize a new or improved at-grade rail crossing for this project including required closures of existing public or private road crossings along with the scope and cost of building or improving the rail crossing for this project. The consultant should have demonstrated experience working with Norfolk Southern and be capable of providing strategies and recommendations to the governing bodies.
2. Determine the traffic impacts of the proposed project concepts on the existing road network as described below.

3. Determine the traffic impacts of the proposed project concepts on traffic patterns in Downtown Berryville.

#### Study Area

The following is a list of concepts for connecting Jack Enders Boulevard to US 340 that will need to be evaluated in this study. The proposed road design of Jack Enders Boulevard including profile, right-of-way widths, and bike/pedestrian features will be provided by the Town.

- Concept A – Extend Jack Enders Boulevard from current terminus west across Norfolk Southern Railroad with new at-grade crossing to connection point near the intersection of South Church Street and US 340.
- Concept B – Extend Jack Enders Boulevard at a point approximately 800 feet northeast of End State Maintenance line south/southeast to a general intersecting point with Smallwood Lane then west to US 340 – through the area identified in the Berryville Area Plan as the “Southern Potential Future Growth Area.” This concept would require significant improvements to Smallwood Lane (public road, gravel surface) and to its existing at-grade crossing of the Norfolk Southern Railroad. Under this Concept B, development of the Southern Potential Future Growth Area should be presumed as described in the Berryville Area Plan.
- Concept C – Extend Jack Enders Boulevard to US 340 as described in Concept A and extend a new road into the Southern Potential Future Growth Area with no new connection to Smallwood Lane or to US 340. Under this Concept C, development of the Southern Potential Future Growth Area should be presumed as described in the Berryville Area Plan.
- Concept D – Extend a new road into the Southern Potential Future Growth Area with no extension of this new road or Jack Enders Boulevard to US 340. Under this Concept D, development of the Southern Potential Future Growth Area should be presumed as described in the Berryville Area Plan.

The corridors to be examined are the same for both conceptual connections to US 340:

- US 340 from Smallwood Lane north to its intersection with Harry Byrd Hwy (VA Route 7). Key public road intersections to study include at a minimum:
  - Smallwood Lane
  - Senseny Road (Rt. 657)
  - South Church Street
  - Hermitage Boulevard
  - Main Street (VA Route 7)

- Intersection of East Main Street and Harry Byrd Hwy to terminus of Jack Enders Boulevard. Key public road intersections to study include at a minimum:
  - East Main Street and Jack Enders Boulevard, including need for signalization
  - East Main Street and Norfolk Southern Railroad Crossing
  - East Main Street and First Street (Rt. 615)
  - Jack Enders Boulevard and Springsbury Road (Rt. 613)
- South Church Street from its intersection with US 340 to its intersection with East Main Street.

### Goals

The goals of the transportation study are as follows:

- Identify the feasibility and cost of each Concept including total costs of developing a new at-grade rail crossing (Concepts A and C) or improving an existing at-grade rail crossing (Concept B).
- Determine any required improvements along the corridor to maintain acceptable levels of service including but not limited to the need for new signalized intersections, turn lanes, crosswalks, and drainage improvements.
- Project how implementation of each Concept will impact traffic patterns along all corridors to be examined. This would help to determine the amount and nature of current traffic that would use Jack Enders Boulevard as a bypass to avoid downtown Berryville.

### Scope of Work

The selected consultant shall be responsible for the following items:

- Model potential traffic patterns and impacts of a new southeastern collector with projected future land use information (including the Berryville Area Plan) and potential routes provided by the Town and County.
- Identify current and future levels of service along affected road segments with and without the presence of a southeastern collector. This analysis should also model and provide recommendations on required improvements, potential phasing of the project and development, and how to avoid interim functionality problems.
- Provide planning level cost estimates for multiple development scenarios and analyze the feasibility of obtaining funding for some or all of the project costs (Smart Scale, industrial access grants, etc.).

- Provide expertise in dealing with Norfolk Southern to gain approval of a rail crossing and negotiate improvements. This includes identifying potential closures of existing crossovers and evaluating traffic impacts of such closures.

Town to Provide:

- 50% of the study cost
- Staffing for joint project oversight with County
- Mapping and information on Town infrastructure along the study corridors

County to Provide:

- 50% of the study cost
- Staffing for joint project oversight with the Town
- Mapping data from the County GIS
- Project map to show the study corridors, key intersections, and development concepts



### **INVITATION FOR BID**

#### **Renovation of James E. O'Brien Public Works Building IFB-001-2019**

The Town of Berryville will receive sealed bids at the Town's Business Office located in the Berryville-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611, until 11:00 a.m., local time, Wednesday, February 6, 2019 for the renovation of the James E. O'Brien Public Works Building located at 201 Tom Whitacre Circle. Bids received after the specified time will be returned unopened. All proposals must be provided and delivered in a sealed envelope marked "Renovation of Public Works Building" in accordance with the provisions of this Advertisement, Invitation for Bid, and other related documents collectively known and referred to as the Contract Documents. Bid opening will begin at 11:05 a.m. in the Main Meeting Room located on the 2<sup>nd</sup> floor of the Berryville-Clarke County Government Center, at which time all bids will be publicly opened and read aloud.

Bid packages must be addressed to the following:

Town of Berryville  
Attn: Renovation of Public Works Building  
101 Chalmers Court, Suite A  
Berryville, VA 22611

**INSTRUCTION TO BIDDERS**  
**TOWN OF BERRYVILLE**  
**RENOVATION OF JAMES E. O'BRIEN PUBLIC WORKS BUILDING**  
**IFB-001-2019**

1. **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 For Bid, Instructions to Bidders, the Bid Form, the Proposed Contract Documents (including all Addenda issued before receipt of bids), Scope of Work and Related Requirements, the document titled "Berryville Public Works Renovation of Service Bay to Offices" dated **01/02/2019** consisting of twelve (12) pages (hereafter referred to as the "Plans"), Project Schedule, and any approved change order(s).

- 1.1 Whenever the word "Town" is used, it will mean the Town of Berryville, Virginia.
- 1.2 Whenever the word "Director of Public Works" is used, it will mean the Director of Public Works for the Town of Berryville or designee.

2. **BIDS**

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

- 2.1 Bids shall be made on the bid form with all items completed.
- 2.2 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.
- 2.3 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 seven (7) business days following receipt of the Notice of Award.
- 2.4 Before submitting a bid, the bidder shall carefully examine the Scope of Work, the Plans, Project Schedule, and other Contract Documents, and visit the site of the work in order to fully inform himself by such means as he may think necessary or desirable as to all existing conditions and limitations.

- 2.5 Each bid must be submitted in a sealed envelope marked "Renovation of Public Works Building" and delivered to the Town of Berryville, Virginia at the Town's Business Office located in the Berryville-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611, on or before the hour and date set in the bid advertisement. 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 shall be one original (preferably signed in blue) and one copy. **There will be a public bid opening.**
- 2.6 Bids may not be withdrawn after the scheduled closing time for their receipt.

### 3. 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 bidder be in doubt as to their explicit meanings, said bidder may submit to the Finance Clerk ([financeclerk@berryvilleva.gov](mailto:financeclerk@berryvilleva.gov)) a written request for an interpretation thereof. The Town will not discuss or respond to any requests or inquiries that are not in writing. Said written requests or inquiries shall be received by the Finance Clerk no later than 12:00 noon January 23, 2019. Any addenda or interpretation of the bid and/or proposed contract documents will be posted on the Town's website and emailed to each prospective bidder who has requested bid documents or has asked to be included on the list of those to receive any additional bid information. The Town will not be responsible for any other explanations or interpretations of the bid and/or proposed contract documents. Replies will be emailed and posted on the Town of Berryville website by the Finance Clerk by end of business on January 28, 2019.

### 4. QUALIFICATIONS OF BIDDERS

- 4.1 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.
- 4.2 Each bidder must satisfy the Director of Public Works and the Town as to the suitability and adequacy of his equipment, resources and as to his practical ability to perform the work set forth in these Contract Documents within the specified time.
- 4.3 Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

### 5. WITHDRAWAL OF BID

Any bidder may withdraw his bid, either personally or by written request, at any time before the scheduled closing time for receipt of the bids.

6. **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.

7. **BID BOND**

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

8. **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.

9. **PAYMENT**

A Bond Claim waiver must be submitted satisfactorily to the Town before payment will be released.

10. **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 seven (7) business days following 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.

The Town of Berryville reserves the right to accept or reject any/all bids and to award the contract in the best interest of the Town of Berryville, Virginia.

TOWN OF BERRYVILLE, VIRGINIA

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Keith R. Dalton, Town Manager

THE TOWN OF BERRYVILLE IS ACCEPTING SEALED BIDS FOR THE RENOVATION OF  
PUBLIC WORKS BUILDING

SCOPE OF WORK AND RELATED REQUIREMENTS

A. GENERAL SCOPE OF WORK:

The Town of Berryville maintains a Public Works Facility, including an office, at 201 Tom Whitacre Circle, Berryville, VA. The Public Works Department Office, which was built circa 1989, is in need of renovation and expansion.

The Contractor shall perform demolition and construction shown on the attached Plans (including specifications and schedules) in order to renovate and expand the finished space. The Plans in question are titled "Berryville Public Works Renovation of Service Bay to Offices" dated 01/02/2019 and consist of twelve (12) pages.

**A mandatory pre-bid conference will be held at 201 Tom Whitacre Circle on January 17, 2019 at 2:00 pm.**

The Contractor shall provide all labor, materials, supplies, equipment, and tools needed to complete the work represented on the Plans in accordance with Contract Documents

The Contractor shall provide the Director of Public Works with a minimum of 5 business days of notice prior to mobilization. The Contractor shall mobilize no later than March 25, 2019, unless otherwise approved in writing by the Director of Public Works.

The Contractor shall complete all work and secure a Certificate of Occupancy by May 20, 2019.

B. CODES AND STANDARDS:

The renovated space must comply with all permit requirements and the Plans (including specifications and schedules).

C. PERMITTING:

The Town will provide the Contractor with Plans (including specifications and schedules) needed to obtain required permits. The Contractor is responsible for securing all required building permits (including plumbing, electrical, and mechanical) and is responsible for the cost thereof.

D. SITE WORK:

There is no site work required in this project.

E. INSTALLATION:

Provision and installation of all fixtures represented on the Plans shall be the responsibility of the Contractor, unless otherwise noted.

#### F. PROTECTION OF PROPERTY/PROPERTY CONDITIONS:

1. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the Town.
2. Contractor shall notify the Town's representative of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs.
3. Contractor shall be responsible for securing all work areas to be safe.
4. Access:
  - a. Site: Contractor will be provided with a code that will open the Public Works Facility entrance gate. Contractor is responsible for limiting access to the code to supervisors. Contractor shall inform the Town immediately if the code has been lost, stolen, improperly shared, or compromised in any way. In the event the Town determines that it is in its best interest to revoke Contractor's gate access authorization, it may do so at any time without notice.
  - b. Building: Contractor will be provided a key to the door labeled as Door 2 on page D100 on the Plans. Contractor may access the building via Door 2 and the bay door for Service Bay 1 (also identified on page D100 of the Plans). Town personnel will gain access to the remainder of the Public Works Building via Door 1 and the interior door just to the left of Door 1. Contractor and Director of Public Works will coordinate work on Door 1 to ensure Town personnel access to the remainder of the building.

#### G. SAFETY:

1. The Contractor shall be responsible for the safe conduct of his/her employees and/or subcontractor(s), collectively hereafter referred to as Personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.
2. A portable toilet shall be provided by the Contractor for use by Contractor's Personnel. Said portable toilet shall be serviced per OSHA requirements and waste hauled to an authorized treatment facility.
3. The method by which the Contractor heats Service Bay 1 and the project area shall be approved by the Director of Public Works.

#### H. PERSONNEL:

1. Contractor shall be responsible for the appearance of all working Personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All Personnel of the Contractor shall be considered to be, at all times, the sole Personnel of the Contractor, under the Contractor's sole direction, and not Personnel or agent of the Town. The Contractor shall supply competent and physically capable Personnel and the Town may require the Contractor to remove any Personnel it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town. The Town shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its Personnel refrain from smoking in Town buildings.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

#### I. STORAGE OF MATERIALS:

1. Contractor shall be responsible for storing and securing of all materials and/or equipment. No materials or equipment may be stored outside of the approved staging area without written approval of the Director of Public Works.
2. The area identified on the Plans as Service Bay 1, may be utilized for storage of materials and equipment; provided that interior access to the Town's bays to the south is not blocked and allows for walking traffic. Further, as a part of this offering, the Town has provided a sketch plan of the Public Works Facility, on which the area that may be used by the Contractor for material storage, equipment storage, parking, and dumpster siting is identified. This sketch plan provides the general location of the area that may be used; however, the Contractor and the Director of Public Works will identify the area with more precision prior to the commencement of work.
3. At no time may the Contractor block access to the any part of the Public Works Building; except the area being renovated and the area identified on the Plans as Service Bay 1.

#### J. DISPOSAL OF WASTE:

1. The Contractor shall be responsible for the disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. Town dumpsters or trash receptacles are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

2. Any and all dumpsters or refuse containers provided by Contractor shall be located in an area approved by the Town and properly maintained throughout the project (See Section
3. Contractor must obtain written permission from Director of Public Works to locate any dumpster larger than ten (10) yards in capacity.

#### K. HOURS OF WORK:

1. The Contractor will perform all work Monday through Friday from 7:00 AM to 3:30 PM (except holidays recognized by the Town). During the anticipated contract period, there is only one "Town Holiday" not regularly recognized in the Commonwealth of Virginia. The Town will close at noon on May 3, 2019.
2. Requests for extended working hours may be made to the Director of Public Works. No such work may occur on without the written approval of the Director of Public Works.

#### L. WARRANTY:

The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Berryville by any other clause of this solicitation. **A copy of this warranty shall be furnished with the bid.** At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the Town of Berryville in writing. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the Town of Berryville's satisfaction.

#### M. DELIVERY OF MATERIALS AND EQUIPMENT:

All materials and equipment delivered to 201 Tom Whitacre Circle, Berryville, VA 22611 must be FOB. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

## TERMS AND CONDITIONS

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/proposals), (bidders/offerors) 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their bid, 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 bid, 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 bid, 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 AND RFPs:** 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.

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

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

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/OFFERORS):** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) 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/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Town further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Town that such (bidder/offeror) 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:

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.

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.

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, and 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.

**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.

**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. 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.

**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 Town 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. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Berryville, Virginia must be named as an additional insured and so endorsed on the policy.

(Note to Purchaser: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability.)

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits		
Accounting aggregate	\$1,000,000	per occurrence,	\$3,000,000
Architecture aggregate	\$2,000,000	per occurrence,	\$6,000,000
Asbestos Design, Inspection, Abatement Contractor aggregate	\$1,000,000	per occurrence,	\$3,000,000
Insurance/Risk Management aggregate	\$1,000,000	per occurrence,	\$3,000,000
Landscape/Architecture aggregate	\$1,000,000	per occurrence,	\$1,000,000
Legal aggregate	\$1,000,000	per occurrence,	\$5,000,000
Professional Engineer aggregate	\$2,000,000	per occurrence,	\$6,000,000
Surveying aggregate	\$1,000,000	per occurrence,	\$1,000,000

**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.

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

**PROPOSAL**  
**RENOVATION OF PUBLIC WORKS BUILDING**

\$ \_\_\_\_\_  
\_\_\_\_\_ dollars \_\_\_\_\_ cents

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

***THIS FORM MUST BE USED FOR BID PROPOSAL***

## REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: \_\_\_\_\_

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

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

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

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

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

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

***THIS FORM MUST BE INCLUDED WITH BID PROPOSAL***

## Public Works Building Office Expansion Project Schedule

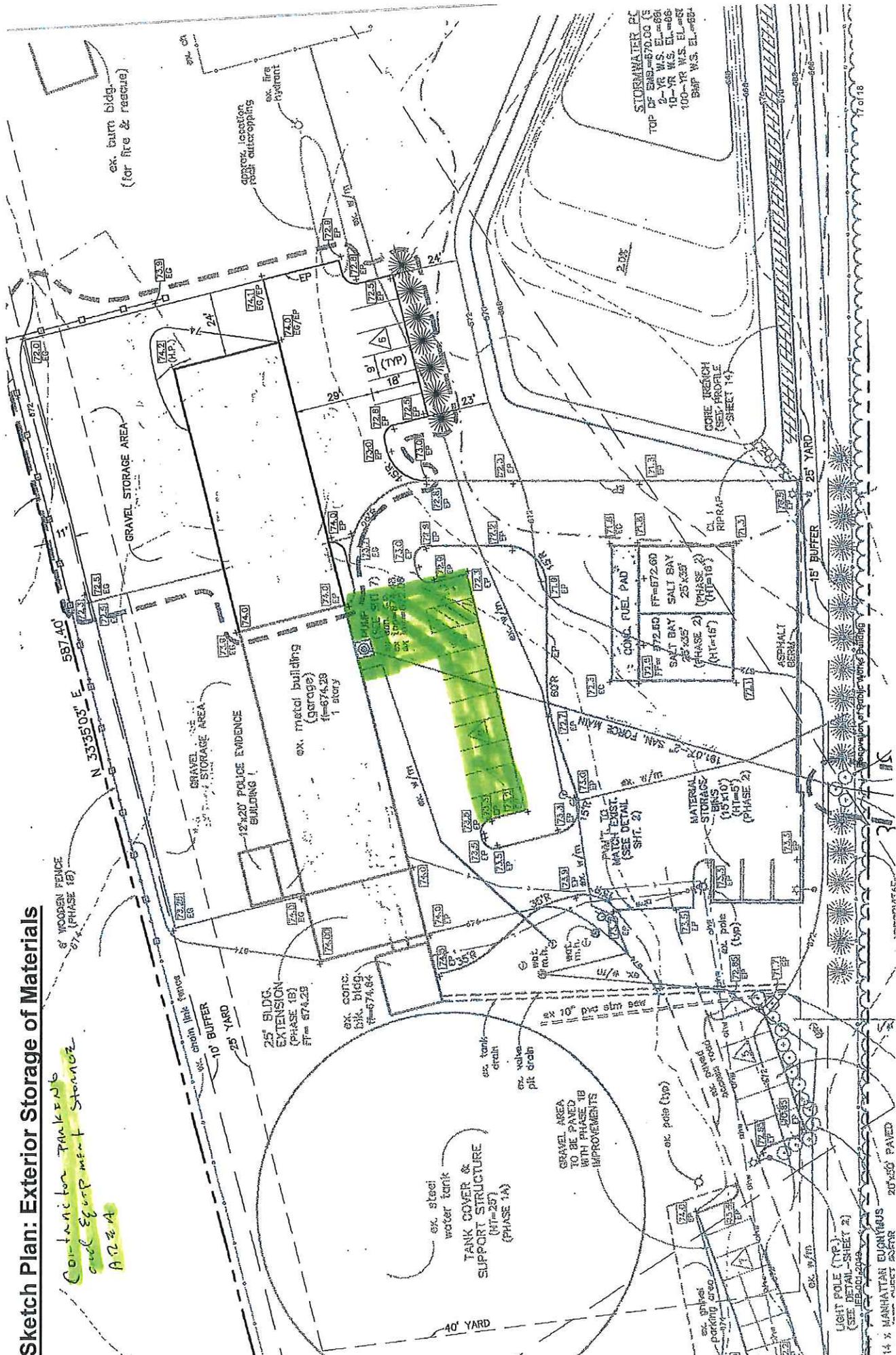
12/19/2018

Pre-bid:	1/17/2019	2:00 pm
Inquiries due:	1/23/2019	noon
Answers to inquires due:	1/28/2019	5:00 pm
Bids due:	2/6/2019	11:00 am
Bid award:	2/13/2019	5:00 pm
Notice to proceed"	2/25/2019	5:00 pm
Contractor on site no later than:	3/25/2019	
To be completed/CO issued by:	5/20/2019	

The Town reserves the right to modify this schedule at any time.

# Sketch Plan: Exterior Storage of Materials

Containment Tank and  
 ex. storage  
 A 12-14



14 x MANHATTAN EUNY (BUS  
 SUBJECT AS FOR

LIGHT POLE (TYP)  
 (SEE DETAIL - SHEET 2)

20' x 20' PAVED

15' BUFFER

ASPHALT

CONC. RIPRAP

CL. 1

## TOWN OF BERRYVILLE BIDDER'S CHECK LIST

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted 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 Form, must be complete and have a manual signature (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 Fed-Ex 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

\_\_\_\_\_ Town of Berryville Vendor Registration/Update Form

\_\_\_\_\_ W-9

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Bid Bond

\_\_\_\_\_ Licensure(s)

\_\_\_\_\_ References

\_\_\_\_\_ **PLEASE INITIAL**

# Berryville Public Works Renovation of Service Bay to Offices

Town of Berryville  
201 Tom Whitacre Circle  
Berryville, VA 22611

**CODE NOTES:**  
APPLICABLE CODES:  
2012 VA REHABILITATION CODE (VRC)  
2012 VA CONSTRUCTION CODE (VCC)  
JURISDICTION: CLARKE COUNTY

**BUILDING CLASSIFICATION:**

OCCUPANCY CLASSIFICATION: PRIMARY S-1, MIXED USE (NON-SEPARATED); B, R-3

CONSTRUCTION TYPE:  
TYPE 2B UNPROTECTED, NON-COMBUSTIBLE

FIRE SPRINKLERS: NON-SPRINKLERED

REHABILITATION CODE EVALUATION:  
WORK AREA COMPLIANCE METHOD (SEE PLAN BREAKDOWN)

REPAIRS OF OCCUPANCY: FROM S-1 TO LOWER HAZARD R-3 & B AS PER TABLE ARC 1012  
LEVEL 2 ALTERNATION

HEIGHT AND AREA LIMITATIONS (AS PER VRC SECTION 1042.2.2):  
"THE CHANGE OF OCCUPANCY CLASSIFICATION MADE TO AN EQUAL OR LESSOR HAZARD CATEGORY... THE HEIGHT AND AREA OF THE EXISTING BUILDING SHALL BE ACCEPTABLE"

OCCUPANT LOAD:  
TABLE 1004.1.1

\*DORMITORIES\* - SLEEPING + BATHROOMS = 180SF / 50 = 3  
LOCKER ROOM - UNCONCENTRATED ASSEMBLY = 120SF / 15 = 8  
TOTAL = 700 SF / 100 = 7

**EGRESS**  
BASED ON OCCUPANT LOAD PER FLOOR (SEE ABOVE)

EGRESS WIDTH (SECTION 1005.3.1) INCHES = 0.2 INCH x OCCUPANT (100) = 3.8" - OK

STAIRWAYS WIDTH: N/A

EER0 PROVIDED @ BUNK ROOM (R3) AS SECOND EGRESS

SPACES W/ ONE EXIT OR EXIT ACCESS DOORWAY.  
NOT ALLOWED PER TABLE 1015.1.2, NEED 2 EXITS

COMMON PATH OF TRAVEL:  
ACTUAL: < 100 FEET

USE GROUP AND OCCUPANCY SIGNS REQUIRED. ALL EGRESS SHALL BE READILY OPERABLE FROM THE SIDE WHICH EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY, KNOWLEDGE OR SPECIAL EFFORT.

ALL LOCKS AND LATCHES ARE TO BE INSTALLED ON REQUIRED EGRESS / EXIT DOORS PER 1008.4.1.B.

EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTIONS OF EGRESS PER SECTION 1008.

FUTURE STAIRWAY SHALL COMPLY WITH SECTION 1009, HANDRAILS WITH SECTION 1012 AND GUARDRAILS WITH SECTION 1013.

PROVIDE COMBINATION SMOKE AND CO2 DETECTORS, PER BUILDING INSPECTOR

ACCESSIBILITY: 1 ADA BATHROOM, ROLL-IN SHOWER KIT

TOILETS: 4 PER 60, TYPE OF BUSINESS, NO DRINKING FOUNTAIN REQUIRED PER LUNCHROOM FACILITIES.

INSULATION: R-13 @ WALLS BETWEEN STUDS @ EXT. WALLS. R-19 OR 22 BETWEEN CEILING JOISTS.

**PROJECT NOTES:** Berryville Public Works  
Renovation of Service Bay to Offices

OWNER: Town of Berryville  
Keith Dalton  
397 Chalmers Court  
Berryville, VA 22611  
townmanager@berryville.gov  
(540) 555-1098

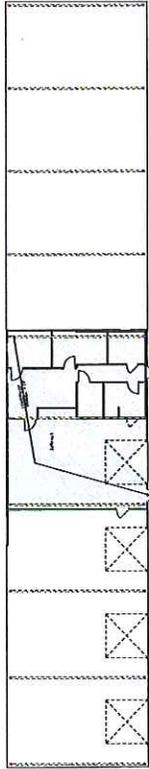
ARCHITECT OF RECORD: Leesa Mayfield Architecture  
Winchester, VA 22601  
www.leesamayfieldarchitecture.com  
cell 410-375-1072

**GENERAL NOTES:**

- VERIFY FIELD CONDITIONS AND DIMENSIONS BEFORE COMMENCING WORK.
- DIMENSIONS TO STUD / FRAMING / FINISH U.N.O.
- WINDOW & DOOR DIMENSIONS UNIT SIZE ON PLANS @ OPENINGS.
- \* ALTERNATES TO BE APPROVED BY OWNER.
- 1. WORK SHALL COMPLY WITH APPLICABLE ZONING AND BUILDING CODE PROVISIONS OF GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT AND SHALL PASS MUNICIPAL INSPECTIONS REQUIRED BY SUCH AUTHORITIES.
- 2. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE DRAWINGS, VERIFY SITE CONDITIONS AND DESIGN DIMENSIONS BEFORE PROCEEDING WITH CONSTRUCTION. HE/SH/IT SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE COMMENCING CONSTRUCTION. DO NOT SCALE THE DRAWINGS. READ DIMENSIONS AS PROVIDED. WHEN THERE IS A DISCREPANCY, FEET-INCHES DIMENSIONING OVER RULES DECIMAL (FOOT) DIMENSIONS.
- 3. WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER AND SHALL CONFORM TO GENERALLY ACCEPTED TRADE PRACTICES.
- 4. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH OTHER ASSOCIATED CONTRACT DRAWINGS AND SPECIFICATIONS.
- 5. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES AND PROCEDURES OF CONSTRUCTION.
- 6. THE GENERAL CONTRACTOR SHALL PERFORM ALL EXCAVATIONS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES AND ADJACENT STRUCTURES. ALL EXCAVATED MATERIAL UNSUITABLE FOR USE AS FILL, THE CONTRACTOR SHALL ALSO PROVIDE MATERIALS AS NEEDED TO RAISE THE GRADE AS INDICATED ON THE DRAWINGS.
- 7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF ALL WORK INCLUDING ALL LINES, LEVELS, GRADES, ELEVATIONS, MEASUREMENTS OF BUILDINGS, GRADING, PAVING, WALKWAYS AND UTILITIES.
- 8. SUB-CONTRACTORS SHALL COORDINATE THEIR WORK WITH THE GENERAL CONTRACTOR AND OTHER CONTRACTORS PRIOR TO INSTALLATION. WHERE A CONFLICT MAY OCCUR, SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.
- 9. GENERAL CONTRACTOR TO PROVIDE FLASHING INSTALLED IN PLACES NECESSARY TO PREVENT ENTRY OF WATER AND PROVIDE WATER TIGHTNESS. ALL FLASHING SHALL BE INSTALLED AS REQUIRED AND AS PER MANUFACTURER'S RECOMMENDATION.
- 10. THE ELECTRICAL CONTRACTOR SHALL PROVIDE REQUIRED DOCUMENTATION AND OBTAIN A PERMIT FOR ELECTRICAL WORK.
- 11. THE MECHANICAL CONTRACTOR SHALL PROVIDE REQUIRED DOCUMENTATION AND OBTAIN A PERMIT FOR MECHANICAL AND PLUMBING WORK.
- 12. THE GENERAL CONTRACTOR SHALL PROVIDE A FULL ONE YEAR WARRANTY ON MATERIALS AND WORKMANSHIP TO THE OWNER AT THE CLOSE OF THE PROJECT CONSTRUCTION. WHERE WARRANTIES ARE FREELY EXTENDED BY THE MANUFACTURER, THEY SHALL BE PROVIDED BY THE CONTRACTOR AT NO COST TO THE OWNER.

 <p>LEESA MAYFIELD ARCHITECTURE</p>	<p><b>Berryville Public Works</b> Town of Berryville, Virginia 201 Tom Whitacre Circle Berryville, VA 22611</p> <p>COMFORT DESIGN, INC. http://www.comfordesigninc.net Winchester, VA 22601 (540) 665-2846</p>	<p>LEESA MAYFIELD ARCHITECTURE www.leesamayfieldarchitecture.com Winchester, VA 22601 (410) 375-1072</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">MARK</td> <td style="width: 10%;">DATE</td> <td style="width: 10%;">DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>PROJECT NO. 098 DATE: 1/2/2019</p> <p>SHEET TITLE COVER SHEET</p>	MARK	DATE	DESCRIPTION												
MARK	DATE	DESCRIPTION																

ID	SHEET INDEX	NUMB
G00	COVER SHEET	
D000	EXISTING / CONSTRUCTION PLAN	
A101	PROPOSED PLAN	
A102	RCP ELEVATIONS & DETAILS	
M001	MECHANICAL PLAN	
M002	MECHANICAL SCHEDULES & DETAILS	
E001	ELECTRICAL PLAN	
E02	ELECTRICAL NOTES	
F001	PLUMBING PLAN	
F002	PLUMBING WATER & GAS PLAN	
F003	PLUMBING DETAILS	



1 KEY PLAN  
SCALE: 1/8" = 1'-0"  
PLAN NORTH  
WORK AREA, LEVEL 2 ALTERNATION VRC



CS

PERMIT SET



ROOM ID	ROOM NAME	FINISH SCHEDULE				NOTES
		FLOOR	WALL	CEILING	HT.	
101	LUNCH ROOM	LVT	DW82	DW82	8'-0"	
102	BLINK ROOM	LVT	DW82	DW82	8'-0"	
103	OFFICE 1	LVT	DW82	DW82	8'-0"	
104	OFFICE 2	LVT	DW82	DW82	8'-0"	
105	HALL	LVT	DW82	DW82	8'-0"	
106	LOCKER ROOM	LVT	DW82	DW82	8'-0"	
107	BATH ROOM	LVT	DW82	DW82	8'-0"	
108	STOWAWAY STATION	CONC	DW82	DW82	8'-0"	

CODE	MATERIAL	MANUFACTURER	FINISH KEY		NOTES
			PRODUCT	COLOR	
LVT	VALIGN VINTAGE	VALIGN	DW82	PT3	
DW82	OPFIRM WALLBOARD	OPFIRM	DW82	PT3	
PT1	BEHMAN MOORE	BEHMAN MOORE	PT1	PT3	
PT2	BEHMAN MOORE	BEHMAN MOORE	PT2	PT3	
PT3	JOHNSONITE	JOHNSONITE	PT3	PT3	
CONC	CONCRETE TO REMAIN				

ID	MANUFACTURER	MODEL	WINDOW SCHEDULE		NOTES
			WIDTH	HEIGHT	
A	ANDERSON	900	4'-0"	8'-0"	

NOTE: SEE DETAIL U2.

ID	TYPE	W	HT	MATERIAL	FRAME		R.O.	HW SET	NOTES
					W	THK			
101	EXTERIOR	3'	8'-0"	HOLLOW METAL	2-3/8"	3/4"	40%	40%	
102	EXTERIOR	3'	8'-0"	HOLLOW METAL	2-3/8"	3/4"	40%	40%	
103	INTERIOR	3'	8'-0"	PARTICLE CORE	3/4"	3/4"	30%	30%	
104	INTERIOR	3'	8'-0"	PARTICLE CORE	3/4"	3/4"	30%	30%	
105	INTERIOR	3'	8'-0"	PARTICLE CORE	3/4"	3/4"	30%	30%	
106	INTERIOR	3'	8'-0"	PARTICLE CORE	3/4"	3/4"	30%	30%	
107	INTERIOR	3'	8'-0"	PARTICLE CORE	3/4"	3/4"	30%	30%	
108	INTERIOR	3'	8'-0"	PARTICLE CORE	3/4"	3/4"	30%	30%	

DOOR SCHEDULE SERIES: QUOTE (# 210233 Revision #1) AVAILABLE AT PRECISION HARDWARE 45110 Ocean Ct, Suite 110, Seaford, VA 21156-4703-0000

EXTERIOR DOORS: HOLLOW METAL WITH METAL FRAMES

INTERIOR DOORS: HOLLOW METAL WITH METAL FRAMES

DOOR SCHEDULE SERIES: QUOTE (# 210233 Revision #1) AVAILABLE AT PRECISION HARDWARE 45110 Ocean Ct, Suite 110, Seaford, VA 21156-4703-0000

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EXTERIOR DOORS: HOLLOW METAL WITH METAL FRAMES

INTERIOR DOORS: HOLLOW METAL WITH METAL FRAMES

**GENERAL NOTES:**  
 1. VERIFY ALL DIMENSIONS IN FIELD. REVIEW ALL DISCREPANCIES WITH ARCHITECT.  
 2. CONFIRM ALL DIMENSIONS IN FIELD. REVIEW ALL DISCREPANCIES WITH ARCHITECT.  
 3. 1/2" TO UNDERLIE OF QUANTITY WORK IN BAY  
 4. PROVIDE 1/2" MIN. BETWEEN CEILING JOISTS, TYP.

**PLUMBING FIXTURES:**  
 - TO BE SPECIFIED BY COMFORT DESIGN

**APPLIANCES:**  
 - OWNER PROVIDED

**BLOCKING KEY:**  
 - TO BE USED IN FOLLOWING AREAS, SEE KEY TO PLAN TAIL

A - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

B - FIRE EXTINGUISHER

C - COORDINATE KEY SYSTEM WORKER

D - COORDINATE KEY SYSTEM WORKER

E - COORDINATE KEY SYSTEM WORKER

F - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

G - FIRE EXTINGUISHER

H - COORDINATE KEY SYSTEM WORKER

I - COORDINATE KEY SYSTEM WORKER

J - COORDINATE KEY SYSTEM WORKER

K - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

L - FIRE EXTINGUISHER

M - COORDINATE KEY SYSTEM WORKER

N - COORDINATE KEY SYSTEM WORKER

O - COORDINATE KEY SYSTEM WORKER

P - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

Q - FIRE EXTINGUISHER

R - COORDINATE KEY SYSTEM WORKER

S - COORDINATE KEY SYSTEM WORKER

T - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

U - FIRE EXTINGUISHER

V - COORDINATE KEY SYSTEM WORKER

W - COORDINATE KEY SYSTEM WORKER

X - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

Y - FIRE EXTINGUISHER

Z - COORDINATE KEY SYSTEM WORKER

AA - COORDINATE KEY SYSTEM WORKER

AB - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

AC - FIRE EXTINGUISHER

AD - COORDINATE KEY SYSTEM WORKER

AE - COORDINATE KEY SYSTEM WORKER

AF - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

AG - FIRE EXTINGUISHER

AH - COORDINATE KEY SYSTEM WORKER

AI - COORDINATE KEY SYSTEM WORKER

AJ - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

AK - FIRE EXTINGUISHER

AL - COORDINATE KEY SYSTEM WORKER

AM - COORDINATE KEY SYSTEM WORKER

AN - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

AO - FIRE EXTINGUISHER

AP - COORDINATE KEY SYSTEM WORKER

AQ - COORDINATE KEY SYSTEM WORKER

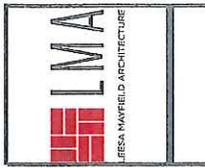
AR - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)

AS - FIRE EXTINGUISHER

AT - COORDINATE KEY SYSTEM WORKER

AU - COORDINATE KEY SYSTEM WORKER

AV - TV MOUNT, SEE MANUFACTURER SPEC. (OWNER PROVIDED)



LEESA MAYFIELD ARCHITECTURE

201 Tom Whitacre Circle  
 Berryville, VA 22611

ARCHITECTURE  
 LEESA MAYFIELD

COMFORT DESIGN, INC.  
 http://www.comfortdesigninc.com  
 Winchester, VA 22601 (540) 665-2846

PROJECT NO. 089-17/2019

DATE: 7/2/2019

SHEET TITLE

PROPOSED PLAN

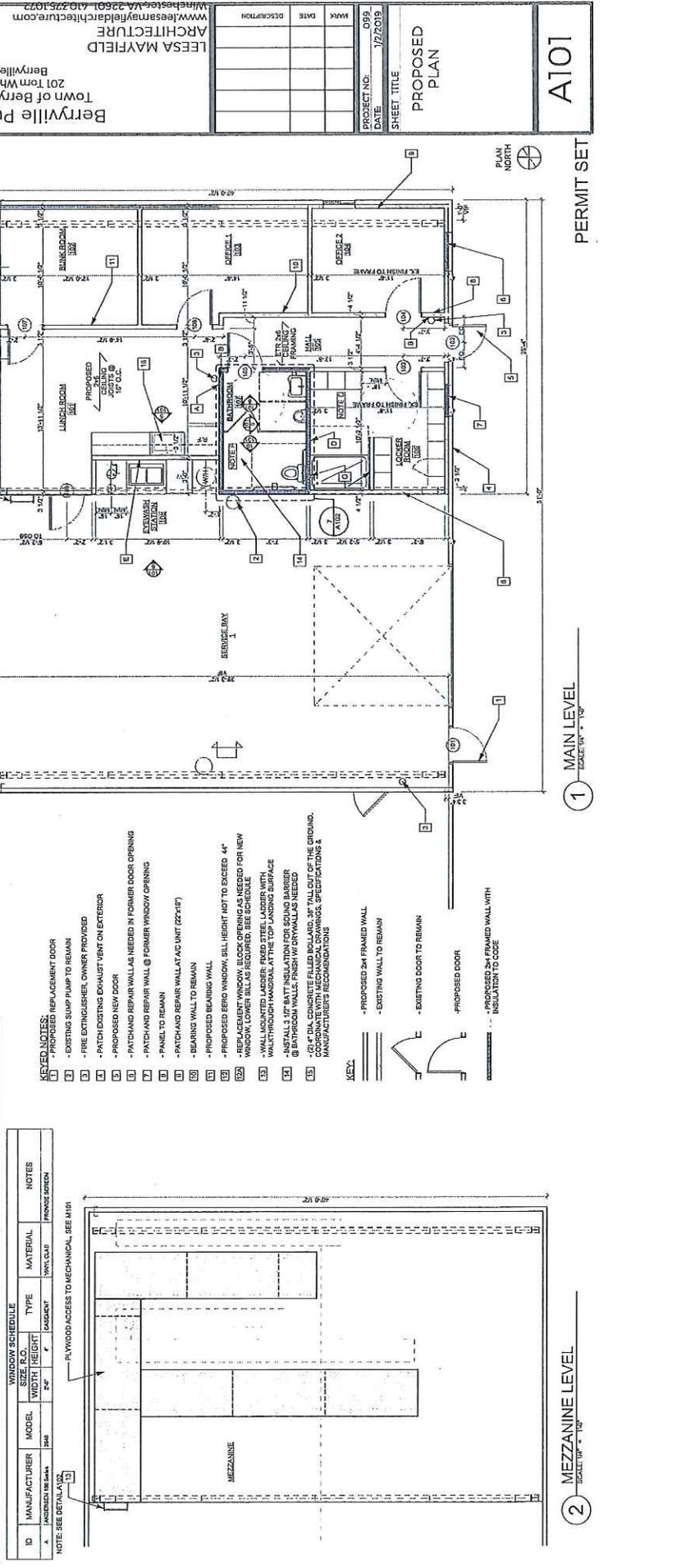
A101

PERMIT SET

PLAN NORTH

1 MAIN LEVEL  
 SCALE: 1/4" = 1'-0"

2 MEZZANINE LEVEL  
 SCALE: 1/4" = 1'-0"



MEZZANINE LEVEL  
 SCALE: 1/4" = 1'-0"

1 MAIN LEVEL  
 SCALE: 1/4" = 1'-0"

2 MEZZANINE LEVEL  
 SCALE: 1/4" = 1'-0"









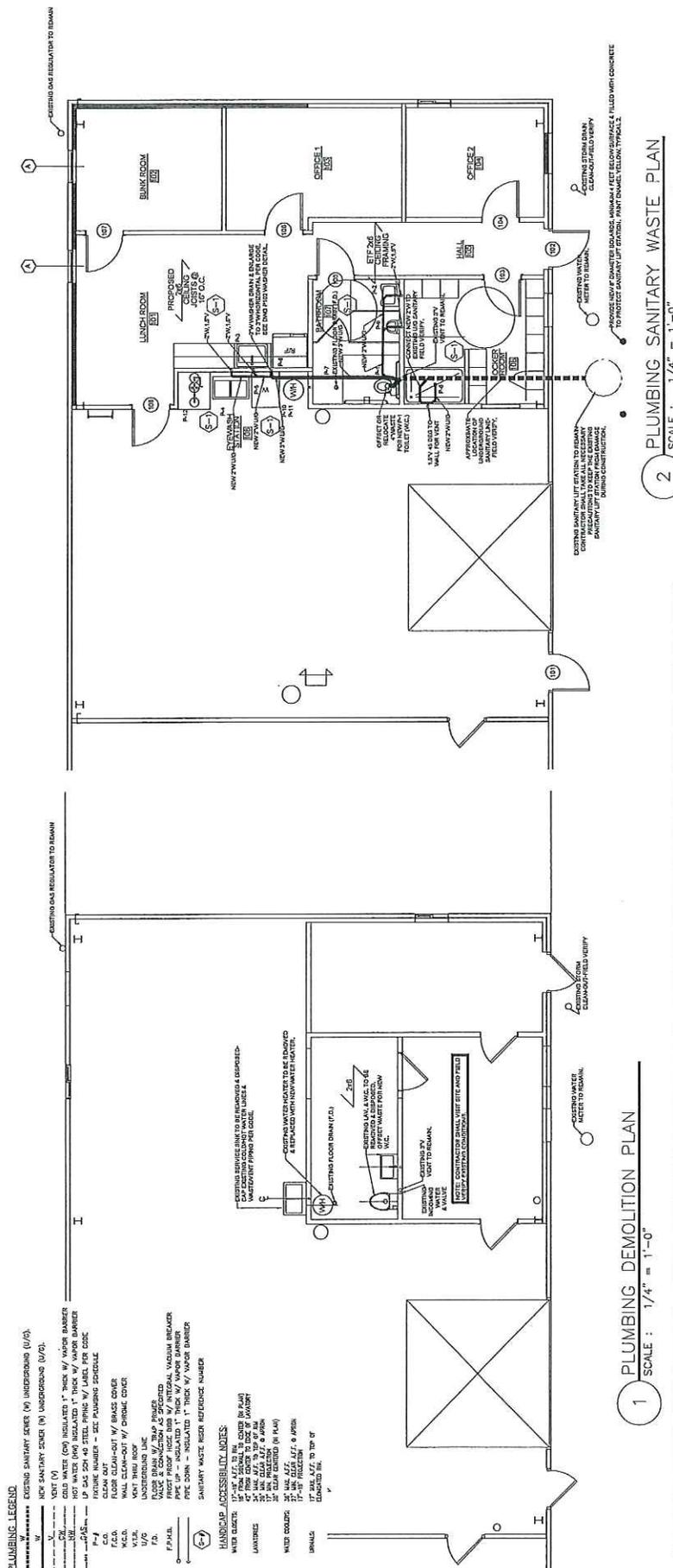






**Berryville Public Works**  
 201 Tom Whitacre Circle  
 Berryville, VA 22611  
**LEESA MAYFIELD ARCHITECTURE**  
 www.leesamayfieldarchitecture.com  
 410.375.1072 Winchester, VA 22601 (340) 865-2846  
**COMFORT DESIGN, INC.**  
 http://www.comfortdesigninc.com/

PROJECT NO:	0903
DATE:	1/2/2019
SHEET TITLE:	PLUMBING PLAN
SCALE:	1" = 1'-0"
SHEET NO:	P101
SHEET TOTAL:	SHEET 1 OF 3



1 PLUMBING DEMOLITION PLAN  
 SCALE: 1/4" = 1'-0"

2 PLUMBING SANITARY WASTE PLAN  
 SCALE: 1/4" = 1'-0"

PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	COLD	HOT	WASTE	VENT	REMARKS
P-1	WATER CLOSET - HANDICAP	1/2	---	---	1 1/2	ELONGATED BOWL. MANUFACTURER OR APPROVED EQUAL. WATER CLOSET SHALL BE CAST IRON WITH WALL CARBIDE ORBITE FLUSH VALVE K-1520, 10 GPF, 2 SECS. ADA, HEIGHT MONITORING.
P-2	WALL HUNG LAVATORY-HANDICAP	1/2	1/2	1 1/2	1 1/4	W/ THERMOSTATIC VALVE. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-3	BREAK ROOM SINK	1/2	1/2	2	1 1/2	W/ THERMOSTATIC VALVE. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-4	NEW DOUBLE BOWL SERVICE SINK	1/2	1/2	2	1 1/2	W/ THERMOSTATIC VALVE. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-5	WASHER CONNECTIONS	3/4	3/4	2	1 1/4	W/ 1/2" X 1/2" TUBING. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-6	HANDICAP SHOWER/ENCLOSURE	1/2	1/2	2	1 1/2	HANDICAP. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-7	FLOOR DRAIN W/ TRAP SEALER	---	---	---	1 1/2	TRAP SEALER. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-8	REFRIGERATOR ICE BOX/VALVE	1/2	---	---	---	ICE BOX/VALVE. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-9	URINAL (ADA)	3/4	---	---	1-1/2	ADA. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-10	50 GALLON ELECTRIC WATER HEATER	3/4	3/4	---	---	50 GALLON ELECTRIC WATER HEATER. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-11	HOT WATER EXPANSION TANK	1/2	---	---	---	HOT WATER EXPANSION TANK. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.
P-12	COMBINATION SHOWER/FEWASH	---	---	---	---	COMBINATION SHOWER/FEWASH. MANUFACTURER OR APPROVED EQUAL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL. ISOLATED DRAIN AND HOT WATER. WALL CARBIDE & THERMOSTATIC VALVE. ADA COMPLIANT. 200 GPD BOWL.

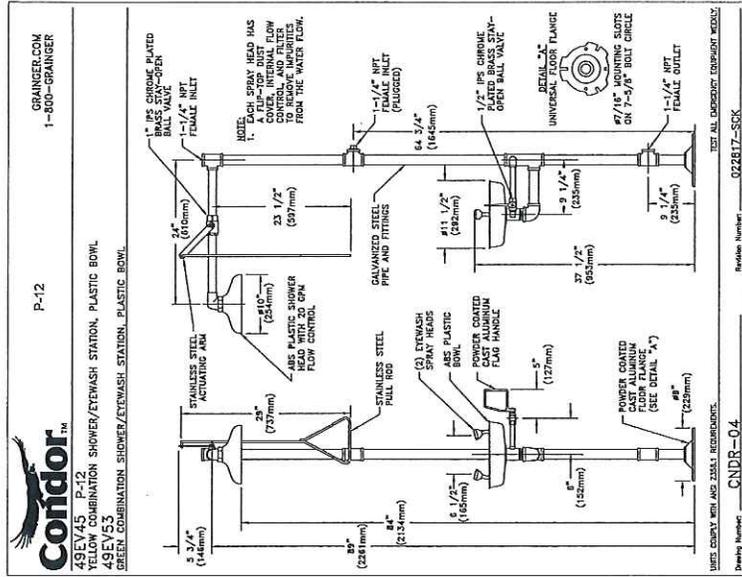
- PLUMBING NOTES:
- ALL FIXTURES SHALL BE WHITE UNLESS NOTED OTHERWISE. PROVIDE SOLENOID SHUTOFF VALVES AS SHOWN AND COORDINATE WITH ELECTRICAL SUBCONTRACTOR ON CIRCUITS & WALL SWITCH.
  - ALL WORK SHALL COMPLY WITH THE 2015 VIRGINIA INTERNATIONAL MECHANICAL AND PLUMBING CODES, NATIONAL ELECTRICAL CODE, AND LOCAL GOVERNING CODES AND PERMITS. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS. PROVIDE LP GAS PIPING PER INTERNATIONAL FUEL GAS CODE OF VIRGINIA.
  - INSULATION TO PREVENT TOUCH BY HANDICAP (THERMO LAY BOARD OR EQUAL) - PIPE INSULATION SHALL BE TYPICAL AND NON-COMBUSTIBLE ABOVE CEILING AND IN WALLS. ALL INTERIOR ABOVE GRADE DRAINAGE AND WASTE PIPING SHALL BE CAST IRON OR INSULATED PVC TYPICAL.
  - CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS, FLANGES & VALVES TO MAKE A COMPLETE AND OPERATING SYSTEM. ALL FITTINGS SHALL BE 304 STAINLESS STEEL UNLESS SHOWN OTHERWISE. ALL FITTINGS SHALL BE 304 STAINLESS STEEL UNLESS SHOWN OTHERWISE. ALL FITTINGS SHALL BE 304 STAINLESS STEEL UNLESS SHOWN OTHERWISE.
  - CONTRACTOR SHALL COORDINATE CONNECTION OF LP GAS, WATER AND SEWER SYSTEMS WITH GENERAL CONTRACTOR, OWNER, AND ARCHITECT. CONTRACTOR SHALL COORDINATE CONNECTION OF UTILITY SYSTEMS WITH LOCAL UTILITY COMPANY AND ORDER PRIOR TO MAKING FINAL CONNECTIONS TO LP GAS, WATER AND SEWER MAINS.
  - CONTRACTOR SHALL PROVIDE ALL MOUNTING HARDWARE AND ACCESSORIES TO INSTALL ALL FIXTURES. INSTALL HANDICAP FIXTURES IN COMPLIANCE WITH ADA.
  - PLUMBER/INSTALLER SHALL INSURE THAT PIPES ARE ADEQUATELY INSULATED TO PREVENT FREEZING. PLUMBER SHALL USE FIBERGLASS INSULATION WITH VAPOR BARRIER.
  - PLUMBING CONTRACTOR SHALL FIELD COORDINATE FINAL LOCATION OF LP GAS, WATER, SEWER, AND VENT PIPING WITH G.C., STRUCTURAL MECHANICAL, AND ELECTRICAL.
  - PROVIDE LP GAS PIPING AS SHOWN AND PER CODE. COORDINATE WITH OWNER AND GAS SUPPLIER ON EXISTING OR NEW LP GAS TANK, UNDERGROUND LINE AND REGULATOR.





LESA MAYFIELD ARCHITECTURE  
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 Winchester, VA 22601 410.375.1072  
 COMFORT DESIGN, INC.  
 Winchester, VA 22601 (540) 665-2846

MARK	DATE	DESCRIPTION
PROJECT NO.	098	
DATE	1/2/2018	
SHEET TITLE	PLUMBING DETAILS	
P103		
SHEET 3 OF 3		



**The Green Solution**  
**Inline 2" Floor Drain Trap Sealer**  
 Model SS2009V

**BEFORE** **AFTER**

**Standard Features:**

- Yellow color allows unobstructed emergency egress
- 60 lbs. maximum load capacity
- 2" x 2" opening
- Center drain, installed below
- 100% recyclable
- Made in the USA
- 5 Year Warranty

**Product Enhancements:**

- ADA-Compliant
- ADA-Compliant L-Shape available

**Warranty:** 5 Years

**Options:** (Visit our website for a complete list of our options)

**Standard Colors:**  Yellow  Red  Blue  Green  Black

**Options:**  ADA-Compliant  ADA-Compliant L-Shape

**Material:** Fiberglass

**Dimensions:** 20" x 20" x 2.5"

**Weight:** 1.5 lbs.

**Shape:** Rectangular

**Finish:** Matte

**Drain Location:** Left-hand grab bar, center-right-hand grab bar, center

**P-6**  
**OPS-6036-RS - with ADA/ANSI Grab Bar and Seat**  
 Model number: 106880  
 Dimensions: 60" x 30" x 77"

**Installation:** Access

**Standard Features:**

- Yellow color allows unobstructed emergency egress
- 60 lbs. maximum load capacity
- 2" x 2" opening
- Center drain, installed below
- 100% recyclable
- Made in the USA
- 5 Year Warranty

**Product Enhancements:**

- ADA-Compliant
- ADA-Compliant L-Shape available

**Warranty:** 5 Years

**Options:** (Visit our website for a complete list of our options)

**Standard Colors:**  Yellow  Red  Blue  Green  Black

**Options:**  ADA-Compliant  ADA-Compliant L-Shape

**Material:** Fiberglass

**Dimensions:** 60" x 30" x 77"

**Weight:** 1.5 lbs.

**Shape:** Rectangular

**Finish:** Matte

**Drain Location:** Left-hand grab bar, center-right-hand grab bar, center

**P-5**  
**WASHER LINT FILTER**  
 Model number: 106880

**Standard Features:**

- Yellow color allows unobstructed emergency egress
- 60 lbs. maximum load capacity
- 2" x 2" opening
- Center drain, installed below
- 100% recyclable
- Made in the USA
- 5 Year Warranty

**Product Enhancements:**

- ADA-Compliant
- ADA-Compliant L-Shape available

**Warranty:** 5 Years

**Options:** (Visit our website for a complete list of our options)

**Standard Colors:**  Yellow  Red  Blue  Green  Black

**Options:**  ADA-Compliant  ADA-Compliant L-Shape

**Material:** Fiberglass

**Dimensions:** 10" x 10" x 10"

**Weight:** 1.5 lbs.

**Shape:** Rectangular

**Finish:** Matte

**Drain Location:** Left-hand grab bar, center-right-hand grab bar, center

**P-12**  
**CONDOR™**  
**49EY45 P-13**  
**YELLOW COMBINATION SHOWER/EYEWASH STATION, PLASTIC BOWL**  
**49EY53**  
**GREEN COMBINATION SHOWER/EYEWASH STATION, PLASTIC BOWL**

**GRANGER.COM**  
 1-800-GRANGER

**BEARING NUMBER: CNDR-04**

**Revision Number: 022817-S0K**

**SEE ALL DIMENSIONS THROUGH WORKY**

**SEE COPYING AND ZONE REQUIREMENTS.**

**BERRYVILLE TOWN COUNCIL COMMUNITY DEVELOPMENT COMMITTEE**  
**Berryville-Clarke County Government Center**  
**MINUTES**  
**Wednesday, December 12, 2018**

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A meeting of the Berryville Town Council Community Development Committee was held on Wednesday, December 12, 2018 at 4:30pm in the Berryville – Clarke County Government Center located at 101 Chalmers Court in Berryville, Virginia.

**Attendance:** Members of the Committee present: Kara Rodriguez, Chair; Diane Harrison  
Member absent: Donna McDonald

Staff present: Keith Dalton, Town Manager; Christy Dunkle, Assistant Town Manager/Planner

Press present: None

Others present: Cathy Kuehner; Len Capelli

Chair Rodriguez called the meeting to order at 4:30pm.

**Approval of Agenda**

The agenda was approved by consensus.

**Discussion**

***Economic Development/MOU with Clarke County***

Mr. Capelli discussed the challenges of his position. He noted that the Town does not contact him or include him in their Economic Development efforts.

The Committee asked Mr. Capelli about his role in promoting tourism. Mr. Capelli stated that his job description also included the promotion of tourism in Clarke County. He summarized his efforts in this regard.

The Committee, Town staff, and Mr. Capelli discussed the current economic development MOU.

Chair Rodriguez asked about tourism funding. Mr. Dalton said that Transient Occupancy Tax money is included in the General Fund adding that tourism efforts have included Tourist Oriented Directional (TOD) signage installed on the Route 7 Bypass with financial support by both the Town and County. He said that Berryville Main Street funding is identified as Economic Development in the budget.

Mr. Capelli discussed the County's Facebook pages. He said that he maintains a list of available properties but said many leads do not pan out because there are no "shovel ready" sites in the County. He added that businesses in Clarke County are difficult to work with and few respond to his

requests for contact information. He said that he and Mr. Ash contacted the realtor for the Merke property but had not received a return call.

Chair Rodriguez asked if Mr. Capelli and Ms. Kuehner communicated and he said they did not. Ms. Kuehner explained her tasks as the County's Public Information Officer. She said the County's new Facebook page has been very successful and that her goals are to educate and engage the public and to feature original content. She said she has created a weekly calendar and is planning to launch a weekly electronic newsletter in the coming year. She said she is working with County staff to create a new Clarke County government web site and has collected business information with Brianna Taylor in order to maintain a comprehensive list of businesses in the Town and County.

Mr. Dalton said that working with Ms. Kuehner has been very positive and that he has discussed working cooperatively with the County on social media efforts with Mr. Ash. He said they will be discussing cost sharing for this effort.

Chair Rodriguez suggested that the Committee review the MOU. Mr. Capelli said that what needs to change are the open dialogue and expectations of the Town and County.

**Other**

There being no further discussion, the meeting was adjourned at 5:28pm.