

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> no later than **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 bidder, 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 property including but not limited to, 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.