



INVITATION FOR BID

IFB-005-2017

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 **3:00 p.m.**, local time, **Wednesday, September 6, 2017** for the Installation of a 40' by 100' Metal Pole Barn and its associated improvements including parking, storage area, landscaping, fencing, and erosion and sediment control at 201 Tom Whitacre Circle. Bids received after the specified time will be returned unopened. All bids must be provided and delivered in a sealed envelope marked "Installation of 40' by 100' Metal Pole Barn" 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 be promptly at 3:15 p.m. in the Town Council Chambers located on the 2nd floor of the Government Center, at which time all bids will be publicly opened and read aloud.

One original plus one copy must be included and must be addressed to the following:

Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

TOWN OF BERRYVILLE
INSTALLATION OF 40' x 100' POLE BARN AT 201 TOM WHITACRE CIRCLE

IFB SCHEDULE

AUGUST 22, 2017	IFB ADVERTISED
AUGUST 28, 2017	PRE-BID CONFERENCE, 10:00AM AT 201 TOM WHITACRE CIR
AUGUST 30, 2017	WRITTEN QUESTIONS DUE TO BE SUBMITTED TO THE TOWN BY 12:00 NOON
SEPTEMBER 1, 2017	REPLIES TO WRITTEN QUESTIONS WILL BE ISSUED BY EOB
SEPTEMBER 6, 2017	BID-OPENING AT 3:00 PM IN MEETING ROOM A-B
SEPTEMBER 14, 2017	NOTICE OF INTENT TO AWARD
DECEMBER 20, 2017	WORK TO BE COMPLETED

INSTRUCTION TO BIDDERS

TOWN OF BERRYVILLE

INSTALLATION OF 40' BY 100' METAL POLE BARN AT 201 TOM WHITACRE CIRCLE

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 "Bidding Documents" includes the advertisement or invitation to bid, Instructions to Bidders, the Bid Form, and the Proposed Contract Documents.

- 1.1 Whenever the word "Town" is used, it will mean the Town of Berryville, a Virginia municipal corporation.
- 1.2 Whenever the word "Public Works Director" is used, it will mean the Director of Public Works for the Town of Berryville or designee.
- 1.3 Whenever the term "Contract Documents" is used, it will mean executed agreements and addenda, general/supplementary conditions, and other records specific to the contract.

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. Bidders are required to bid each project separately as part of the base bid.
- 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 ten (10) consecutive calendar days following receipt of the Notice of Award. Bid bonds

will be returned to unsuccessful bidders upon award of the bid. Bid bond will be returned to the successful bidder when the performance bond is received.

- 2.4 Before submitting a bid, the bidder shall carefully examine the Specifications and other Contract Documents, visit the site of the work and fully inform himself by such means as he may think necessary or desirable as to all existing conditions and limitations.
- 2.5 Each bid must be submitted in a sealed envelope marked "Installation of 40' by 100' Metal Pole Barn" 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 will be a public bid opening.**

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 he be in doubt as to their explicit meanings, said bidder may submit to the Director of Public Works (townclerk@berryvilleva.gov) a written request for an interpretation thereof. The Director of Public Works shall not discuss or respond to any requests or inquiries that are not in writing. Said written requests or inquiries shall be received by the Director of Public Works no later than **12:00 noon August 30, 2017**. Any addenda or interpretation of the bid and/or proposed contract documents will be posted on the Town's website and mailed 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 issued by the Director of Public Works by end of business on August 31, 2017.

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 Public Works Director and the Town as to the suitability and adequacy of his equipment and as to his practical ability to perform the work set forth in these Contract Documents within the specified time.
- 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. No bid may be withdrawn after the scheduled closing time for bid receipt.

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. **CONTRACT AGREEMENT**

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

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

Keith R, Dalton
Town Manager

THE TOWN OF BERYVILLE IS ACCEPTING SEALED BIDS FOR THE PURCHASE AND
INSTALLATION OF A 40' X 100' X 14' HIGH, NEW METAL POLE BARN

SCOPE OF WORK AND RELATED REQUIREMENTS

A. GENERAL SCOPE OF WORK:

1. The Contractor shall purchase and install one (1) new pre-fabricated metal storage building (roof and two walls, East side remains open). Shop drawings shall be provided and approved by the Town of Berryville before installation begins. The building shall comply with all State, Federal and local laws and ordinances, and meet all requirements of Phase 3 of the attached site plan with associated improvements including parking, storage area, landscaping, fencing, and erosion and sediment control.
2. The building system shall include but not be limited to: structural steel system, metal standing seam roof system, 26 gauge siding and all trim and accessories as required (all of which are to match the existing building as close as possible).
3. The intended use of this building is to act as a cover over equipment and trailers to limit their exposure to the elements.
4. The successful Contractor shall be responsible for providing all required engineered drawings and specifications required. The Contractor shall obtain the required building permits and shall be responsible for the cost of the same. No electrical improvements are included in the scope of work.
5. The construction area contains an abandoned drain field. The septic tank and distribution box were abandoned in accordance with VDH standards.
6. A mandatory pre-bid conference is scheduled **August 28, 2017 at 10:00 am** on site at 201 Tom Whitacre Circle. Additional site visits may be scheduled by contacting Rick Boor, Director of Public Works, (540) 955-4843.

B. SPECIFICATIONS:

The Contractor shall provide the following:

1. The size of the building shall be 100 feet long by 40 feet wide and 14 feet in height (height opening height). The eave and roof line of the new building shall match the eave and roof line of the existing building.
2. The building shall have a 14 foot clearance.
3. The building shall contain four 25 foot bays.
4. No electrical work is included in the scope of work.

5. The building shall be designed and constructed to meet appropriate sustained wind load, snow loads, concrete test and bolt torque standards and shall meet current Virginia Building Codes. Cost of all third party testing shall be the contractor's responsibility. All test results must be submitted to the Director of Public Works.

6. A six inch concrete slab 4000 psi with commercial grade wire mesh and top sealer on 4 inches of 21A stone compacted to at least 95% or greater is required. Cost of all third party testing shall be the contractor's responsibility. All test results must be submitted to the Director of Public Works.

7. All framing; eave and rake trim, and downspouts shall be steel, Rain gutters to be a minimum of 8 inches .040 aluminum.

8. The standing seam roof panels shall be PBR 24-gauge R-panels to match the existing building.

9. The roof pitch shall be designed as gable type system with minimum 1:12 pitch.

On the west side of the new building, gutters and downspouts shall be installed ensuring any runoff is directed away from the building.

On the east side of the new building, the south half of the roof drainage shall be directed into the existing downspout and drainage pipe.

On the east side of the new building, the north half of the roof drainage shall be directed away from the building by guttering and downspouts.

Roof metal shall be a minimum 24 gauge metal.

10. Parking Area - The front parking area, which includes the area in front of the open building bays of the proposed building, travel way, and 6 parking spaces shall be constructed in accordance with GRAVEL PARKING LOT SECTION detail sheet attached.

11. Storage Area - The storage area, which includes a 24' x 40' area north of the proposed building and a 50' x 100' area to the west and north of the proposed building, shall be constructed in accordance with GRAVEL STORAGE AREA SECTION detail sheet attached.

12. Freight charges must be included in the proposal. Delivery will be to the Town of Berryville Public Works Site located at 201 Tom Whitacre Circle, Berryville, VA 22611.

C. CODES AND STANDARDS:

The storage building must comply with all State, Federal and Local laws and ordinances and the existing site plan

D. PERMITTING:

The successful Contractor shall be responsible for providing all required engineered drawings and specifications required. The Contractor shall obtain the required building permits and shall be responsible for the cost of the same.

E. SITE WORK:

All site work will be done per attached site plan. Top soil shall be stockpiled for use at completion of project. Cost of any and all rock excavation shall be the contractor's responsibility. Contractor shall remove all unsuitable material from the site and dispose of it in accordance with all environmental guidelines and regulations.

F. INSTALLATION:

Installation of building and all associated improvements shall be the responsibility of the Contractor.

G. 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 bidder in a manner acceptable to the Town of Berryville.
2. Bidder 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. Bidder shall be responsible for securing all work areas.

H. SAFETY:

The Contractor shall be responsible for the safe conduct of his/her 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.

I. EMPLOYEES:

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 employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the Town of Berryville. The Contractor shall supply competent and physically capable employees and the Town of Berryville may require the Contractor to remove any employee it deems careless,

incompetent, insubordinate or otherwise objectionable and whose presence on town property is not in the best interest of the Town of Berryville. The Town of Berryville 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 employees refrain from smoking in the Town’s buildings.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

J. STORAGE OF MATERIALS:

Contractor shall be responsible for the storage of all materials and/or equipment.

K. DISPOSAL OF WASTE:

The successful Contractor shall be responsible for the daily 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. The Town dumpsters 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.

L. HOURS OF WORK:

1. The successful Contractor will perform installation Monday through Friday from 7:30 AM to 4:00 PM.
2. Extended working hours may be available upon request and approval by the Town of Berryville. Contractor must obtain approval for extended work hours prior to the commencement of work outside the specified normal work hours.

M. 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 IFB 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:

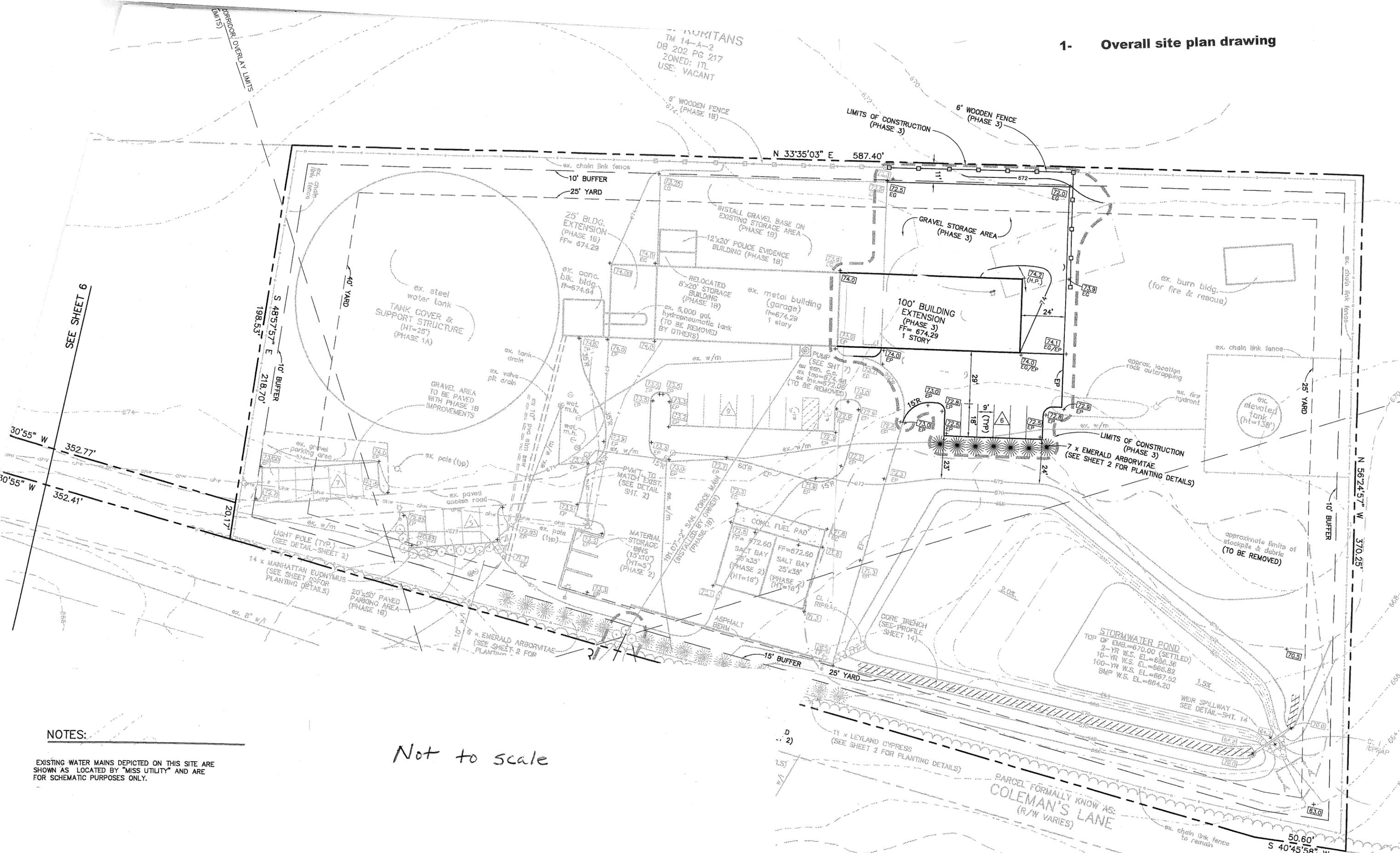
All materials must be delivered FOB to 201 Tom Whitacre Circle, Berryville, VA 22611. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

TOWN OF BERRYVILLE
INSTALLATION OF 40' BY 100' METAL POLE BARN AT 201 TOM WHITACRE CIRCLE

List of plan drawings and detail enclosed:

- 1- Overall site plan drawing
- 2- Phase III Site Plan
- 3- Erosion & Sediment Control
- 4- Landscape detail
- 5- Silt fence detail
- 6- Notes
- 7- Gravel Parking Lot Section detail
- 8- Gravel Storage Area Section detail

1- Overall site plan drawing



NOTES:

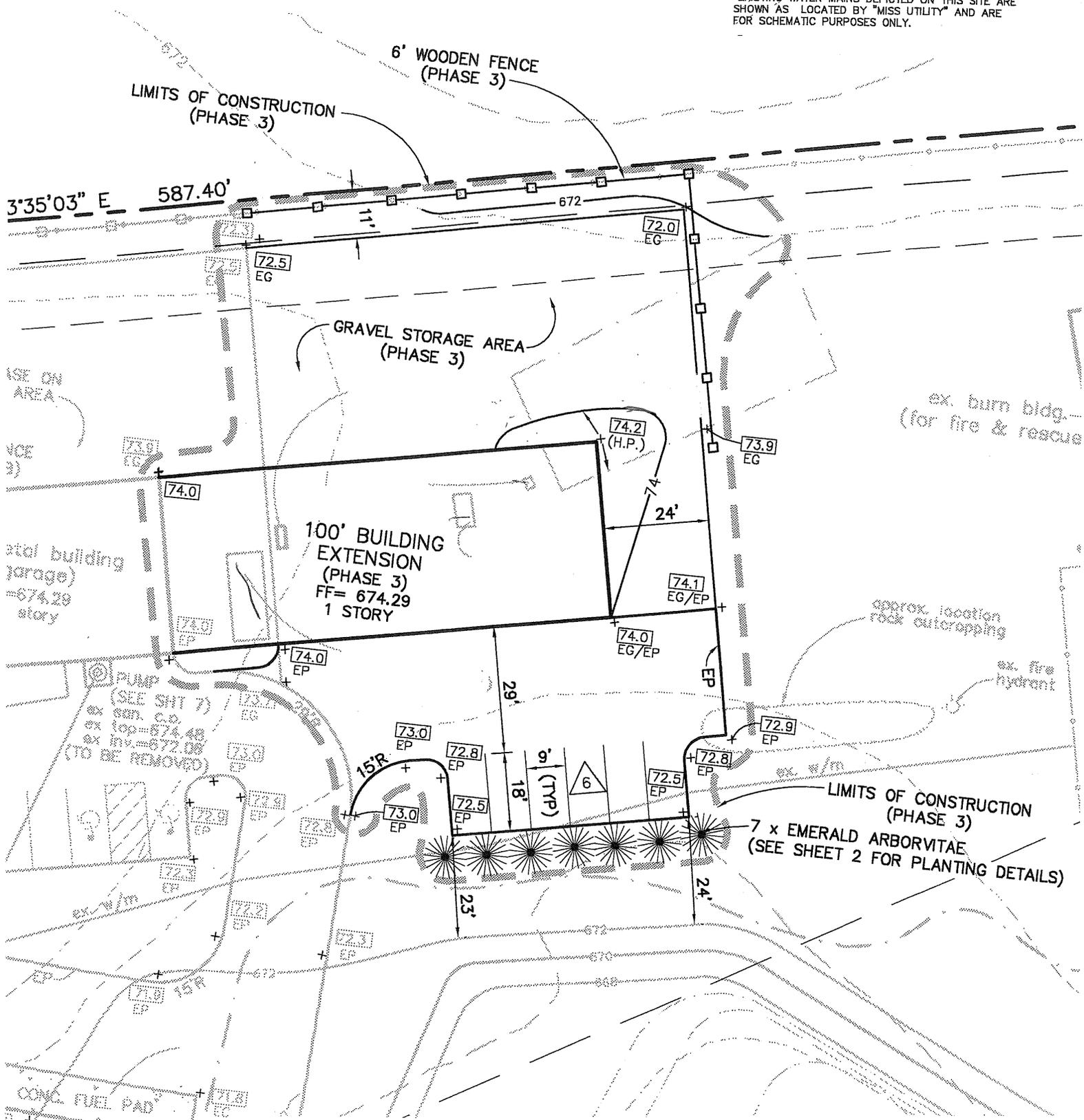
EXISTING WATER MAINS DEPICTED ON THIS SITE ARE SHOWN AS LOCATED BY "MISS UTILITY" AND ARE FOR SCHEMATIC PURPOSES ONLY.

Not to scale

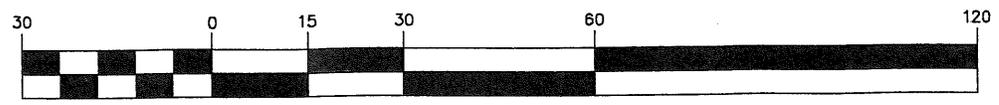
2- Phase III Site Plan

NOTES:

EXISTING WATER MAINS DEPICTED ON THIS SITE ARE SHOWN AS LOCATED BY "MISS UTILITY" AND ARE FOR SCHEMATIC PURPOSES ONLY.



GRAPHIC SCALE

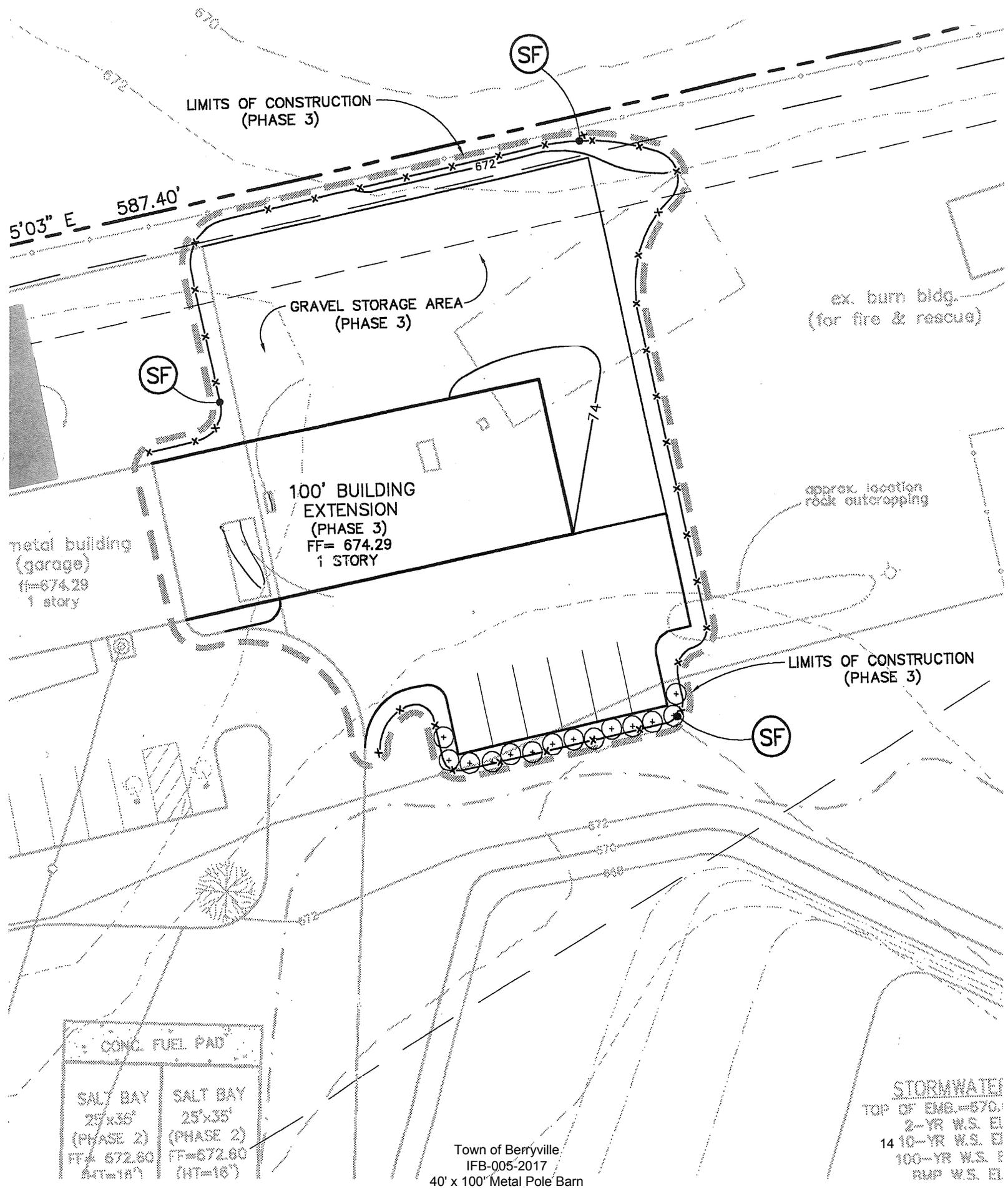


(IN FEET)

1 inch = 30 ft.

3- Erosion & Sediment Control

This sheet is to be used for Erosion and Sedimentation Control purposes only.



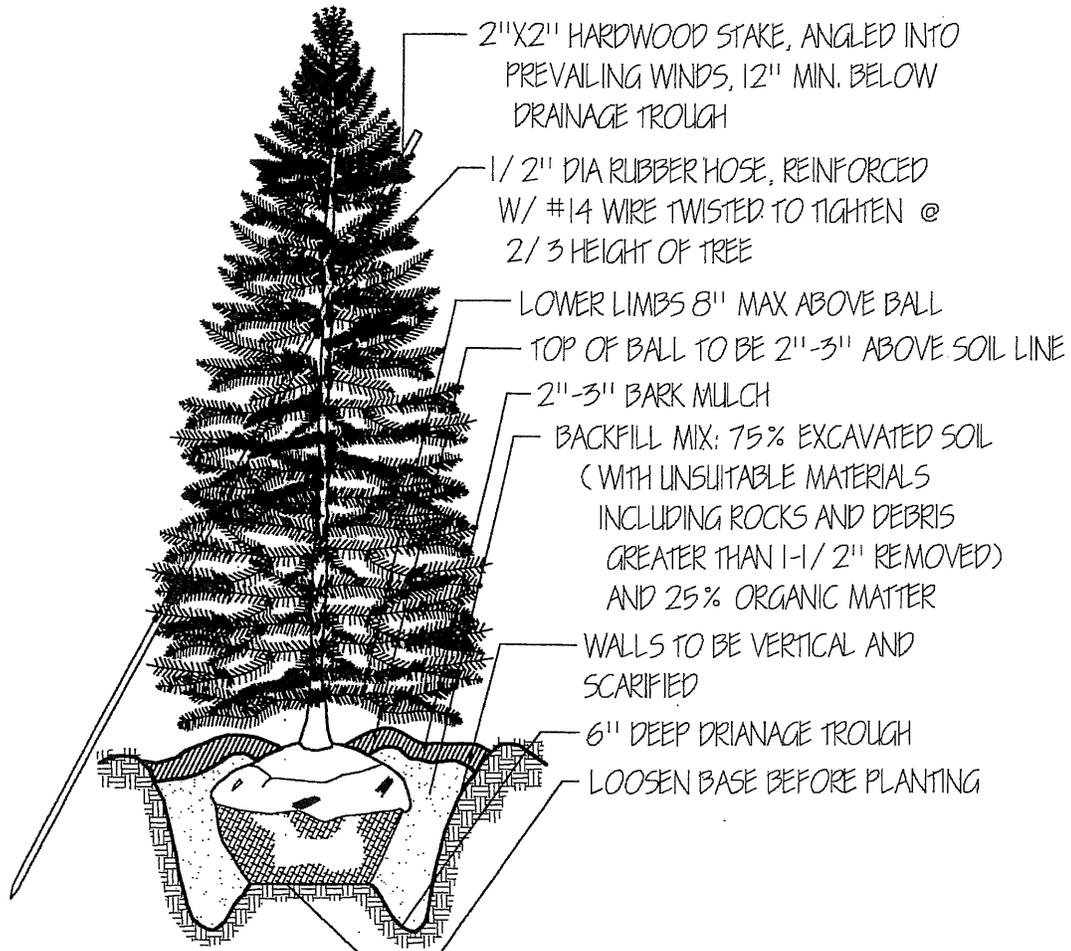
CONC. FUEL PAD	
SALT BAY 25'x35' (PHASE 2) FF= 672.60 (HT=18')	SALT BAY 25'x35' (PHASE 2) FF=672.60 (HT=16')

Town of Berryville
IFB-005-2017
40' x 100' Metal Pole Barn

STORMWATER
TOP OF EMB.=670.1
2-YR W.S. EL
14 10-YR W.S. EL
100-YR W.S. EL
RMP W.S. EL

4- Landscape detail

NOTES: 1) LAY BACK BURLAP FROM TOP OF BALL.
REMOVE ALL WIRES, NYLON ROPE OR
STRING FROM BALL. PLASTIC BURLAP NOT
PERMITTED.



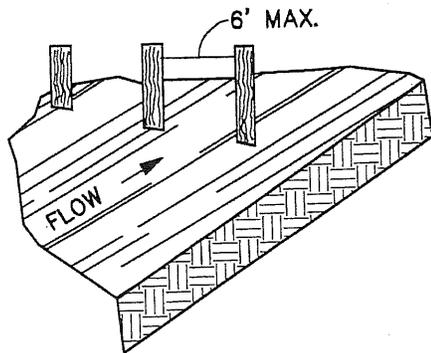
○ TYPICAL CONIFEROUS TREE PLANTING DETAIL

LANDSCAPE PLANTING DETAILS

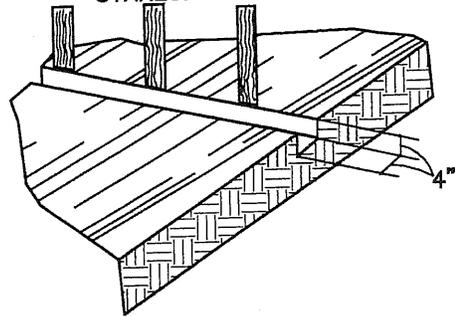
(SCALE: NONE)
Town of Berryville
IFB-005-2017

5- Silt fence detail

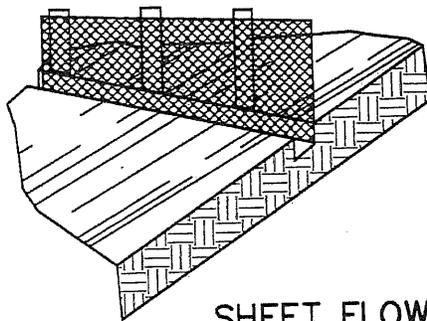
1. SET THE STAKES



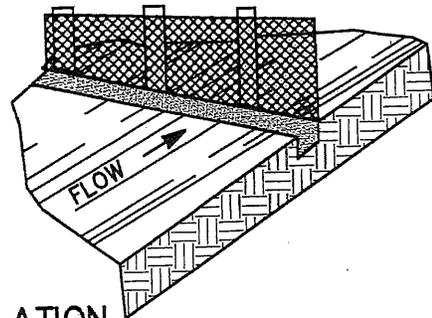
2. EXCAVATE A 4" x 4" TRENCH UPSLOPE ALONG THE LINE OF STAKES.



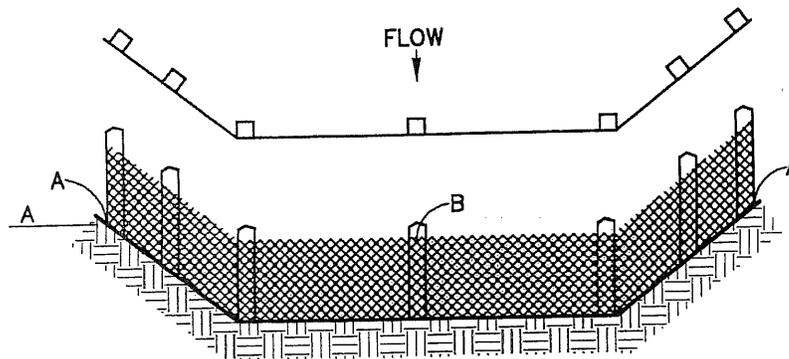
3. STAPLE FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



SHEET FLOW INSTALLATION
(PERSPECTIVE VIEW)



POINT A SHOULD BE HIGHER THAN POINT B.

DRAINAGEWAY INSTALLATION
(FRONT ELEVATION)

SILT FENCE INSTALLATION
STD. & SPEC. 3.05

GENERAL NOTES:

6- Notes

GENERAL NOTES

1. THE BOUNDARY INFORMATION AS SHOWN HEREON WAS OBTAINED FROM A BOUNDARY SURVEY PREPARED BY: BOWERS & ASSOC., LTD., BEING DATED MARCH 30, 1999, AND FROM DEED OF RECORD. THE ATTACHED PLANS HAVE BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DO NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE SUBJECT PROPERTY. THE LAST INSTRUMENT IN THE CHAIN OF TITLE CAN BE FOUND IN DEED BOOK 202, PAGE 217.
2. THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES, AS SHOWN HEREON ARE APPROXIMATE-ONLY. NO GUARANTEE IS HEREIN MADE OR IMPLIED THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN. THE ENGINEER HAS ATTEMPTED TO LOCATE EXISTING SUBSURFACE UTILITIES; HOWEVER, SUCH MAY EXIST THAT ARE NOT SHOWN. THE CONTRACTOR SHALL EXERCISE CARE IN THIS WORK SO AS TO AVOID DAMAGE TO ANY UTILITIES. ANY DAMAGE SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. CALL "MISS UTILITY" 1-800-257-7777.
3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR AND EQUIPMENT AND PERFORM ALL WORK INCLUDING RESTORATION FOR THE COMPLETED INSTALLATION OF THE UTILITY SYSTEMS AND ALL OTHER IMPROVEMENTS SHOWN OR IMPLIED AS NECESSARY FOR THE COMPLETED FACILITY TO BE READY FOR USE. UNLESS OTHERWISE NOTED, SPECIFICATIONS FOR ALL WORK TO BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND CONSTRUCTION SPECIFICATIONS OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION, VIRGINIA DEPARTMENT OF HEALTH, CLARKE COUNTY, THE TOWN OF BERRYVILLE AND THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKEOUT. ALL DIMENSIONS, ELEVATIONS AND LOCATIONS SHALL BE VERIFIED IN THE FIELD BY EACH CONTRACTOR PRIOR TO BEGINNING THE WORK. THE ENGINEER WILL APPROVE ALL CUT SHEETS.
5. ANY UNUSUAL SUBSURFACE CONDITIONS ENCOUNTERED DURING THE COURSE OF THE WORK SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE OWNER.
6. THE CONTRACTOR IS TO OBTAIN, AT HIS EXPENSE, ALL PERMITS REQUIRED OF THIS WORK AND SHALL FAITHFULLY ADHERE TO THE PERMIT CONDITIONS IMPOSED.
7. ALL GRADING FOR IMPROVEMENTS TO BE CONFINED TO THE PROJECT AREA. ANY WORK PERFORMED OFFSITE IS THE CONTRACTOR'S RESPONSIBILITY.
8. CUTSHEETS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. ALL CUTSHEETS SHOULD SHOW EXISTING GROUND ELEVATIONS AT THE CENTERLINE OF UTILITY, STRUCTURE OR ROAD, AND OFFSET HUB ELEVATION.
9. ALL WORK WITHIN RAIL EASEMENTS IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE NORFOLK & SOUTHERN RAILROAD. CONTRACTOR SHALL ARRANGE FOR INSPECTIONS AND COORDINATE WITH NORFOLK & SOUTHERN RAILROAD THROUGH THE CONSTRUCTION PERIOD.
10. A COPY OF THE APPROVED SITE PLAN SHALL BE MAINTAINED ON-SITE AT ALL TIMES.

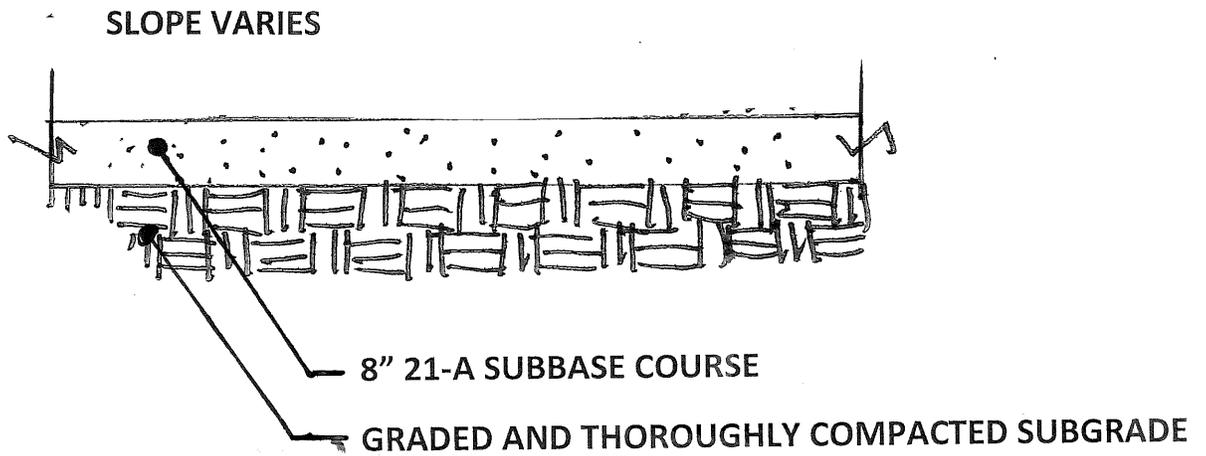
EROSION CONTROL

1. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FROM CLARKE COUNTY PRIOR TO INITIATING ANY SITE WORK.
2. THE CLARKE COUNTY ZONING ADMINISTRATOR MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITIES AND ONE WEEK PRIOR TO THE FINAL INSPECTION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ZONING ADMINISTRATOR.
3. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AND VIRGINIA REGULATIONS VR 625-02-00 EROSION AND SEDIMENT CONTROL.
4. ALL EROSION CONTROL STRUCTURES SHOWN OR AS REQUIRED DURING CONSTRUCTION SHALL BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING AND SHALL BE MAINTAINED THROUGHOUT THE PERIOD IN WHICH AREAS ARE DENUDED. AREAS SHOWN TO BE SURFACED ARE TO HAVE STONE BASE INSTALLED AT THE EARLIEST POSSIBLE DATE AFTER ESTABLISHING GRADE. NO AREA IS TO REMAIN DENUDED MORE THAN SEVEN (7) CALENDER DAYS WHEN CONSTRUCTION IS IN PROGRESS.
5. CONTRACTOR TO CLEAN UP AND RESTORE DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF PIPE-LAYING IN THE AFFECTED AREA.
6. ALL UNPAVED AREAS OF THE SITE WHICH ARE DISTURBED BY THIS CONSTRUCTION SHALL BE PROVIDED WITH FOUR INCHES (4") TOPSOIL, FERTILIZED, SEEDED, COMPACTED AND MULCHED. SEED BED TO BE WATERED AND CARED FOR AS NECESSARY TO PROVIDE A GOOD LAWN QUALITY GRASS COVER. AREAS NOT GRADED SHALL BE DISCED, LEVELED AND SEEDED TO ACHIEVE LAWN CONDITIONS.
7. SITE GRADING IS TO DRAIN TO A STRUCTURED EROSION AND SEDIMENT CONTROL MEASURES, (EG SILT FENCE, SEDIMENT TRAPS, ETC.) AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
8. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE PLAN APPROVAL AUTHORITY.
9. PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, OFF-SITE BORROW OR WASTE AREAS), THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION CONTROL PLAN TO THE OWNER FOR REVIEW AND APPROVAL BY THE PLAN APPROVING AUTHORITY.
10. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON SITE AT ALL TIMES.
11. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES DAILY. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE BY THE CLOSE OF THE DAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ULTIMATE REMOVAL OF ALL TEMPORARY SEDIMENT CONTROL DEVICES.

FIRE AND RESCUE

1. BURNING OF LAND CLEARING DEBRIS REQUIRES A PERMIT FROM THE FIRE MARSHAL. BURNING OF CONSTRUCTION DEBRIS ON SITE IS PROHIBITED.
2. ACCESS FOR EMERGENCY VEHICLES MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. TEMPORARY STREETS SIGNS MUST BE POSTED AS CONSTRUCTION BEGINS. CONTRACTOR MUST ENSURE THAT PARKED VEHICLES DO NOT IMPEDE ACCESS TO FIRE HYDRANTS. FIRE HYDRANTS ARE NOT TO BE OBTURED AT ANY TIME.

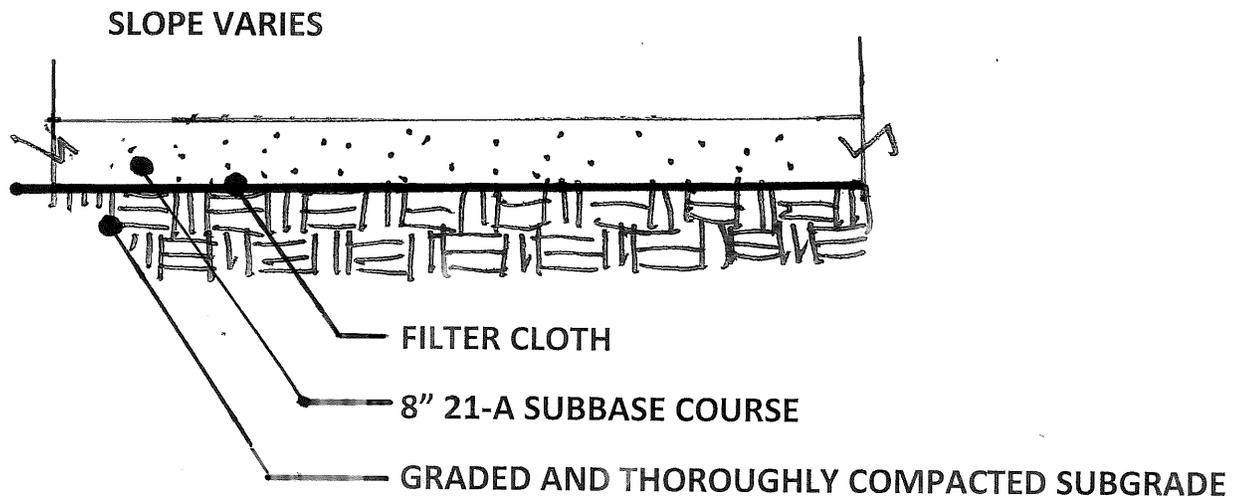
7- Gravel Parking Lot Section detail



GRAVEL PARKING LOT SECTION
(front of building, east side of site)

(NOT TO SCALE)

8- Gravel Storage Area Section detail



GRAVEL STORAGE AREA SECTION
(rear of building, west side of site)

(NOT TO SCALE)

Town of Berryville

General Terms and Conditions – Invitations for Bids

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

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Town of Berryville that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

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

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR IFBs

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

BILL PAYMENT POLICY

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

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

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

SUBCONTRACTORS

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

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

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

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

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

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.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

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

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

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Municipal League. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage 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: as recommended by the Virginia Municipal League Insurance Requirements:
Contractor shall, at its own expense, keep in full force and effect during the term of this Contract, and during the term of any extension of this Contract, insurance coverage's in the following amounts:

General Liability	\$1,000,000
Damage to rented equipment	\$ 100,000
Medical Expenses	\$ 10,000
Personal Injury	\$1,000,000

General Aggregate	\$2,000,000
Products Liability	\$2,000,000
Automobile Liability	\$1,000,000
Umbrella Coverage	\$3,000,000

Workers Compensation By Virginia Statute

The Town shall be named as an additional insured on any policy obtained by Contractor pursuant to this paragraph. Contractor shall furnish the Town with a Certificate of Insurance that indicates adequate insurance coverage has been obtained.

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.

**CONTRACT FOR
TOWN OF BERRYVILLE
INSTALLATION OF 40' x100' METAL POLE BARN AT 201 TOM WHITACRE CIRCLE**

THIS CONTRACT ("Contract") is entered into this ___ day of _____, 2017, by and between the Town of Berryville, Virginia ("Town"), a municipal corporation of the state of Virginia, and _____ ("Contractor").

WHEREAS, on August 22, 2017 the Town issued an Invitation for Bid for the INSTALLATION OF a 40' X100' METAL POLE BARN and its associated improvements including parking, storage area, landscaping, fencing, and erosion and sediment control at 201 Tom Whitacre Circle hereinafter referred to as "the Project"; and

WHEREAS, on _____, Contractor submitted its response to the IFB ("Bid"); and

WHEREAS, the Town, through the Director of Public Works ("Director"), has examined Bid, and has determined that Contractor has the requisite staff, background, training, resources, experience and insurance to perform the work and was the lowest fully qualified bidder; and

WHEREAS, the Town wishes to engage Contractor in accordance with the terms and conditions of the IFB, the Bid, and this Contract.

NOW, THEREFORE, in consideration for the compensation to be paid the Contractor and the mutual agreements contained herein the Town and the Contractor agree as follows:

- A. Contract Documents: The term "Contract Documents" means the following documents, which are attached hereto and incorporated herein by reference:
- This Contract for the Installation of 40' by 100' Pole Barn and its associated improvements including parking, storage area, landscaping, fencing, and erosion and sediment control at 201 Tom Whitacre Circle in the amount of \$ _____
 - The Town's IFB;
 - Contractor's Bid;
 - Payment, Performance, and Warranty Bond;
 - Insurance Certificates
 - Notice to Proceed;
 - Change Orders.
- B. Scope of Work: Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for the construction and completion of the Project in accordance with the Contract Documents.
- C. Terms of Performance: Contractor will commence the work required by the Contract Documents after receipt of the Notice to Proceed, which Notice shall be provided within 1 calendar day of the Town's execution of this Contract. The Contractor agrees to fully complete the Project by December 20, 2017, plus such extensions of time as may be granted by the in accordance with the Contract Documents.
- D. Terms of Payment: The Town agrees to pay the Contractor for the full and satisfactory performance of all work required by this Contract the total sum of \$ _____ subject to additions and deductions as may be agreed upon in writing and/or provided for in the Contract, and after work is complete and has been accepted by the Town.

E. Insurance Requirements: Contractor shall, at its own expense, keep in full force and effect during the term of this Contract, and during the term of any extension of this Contract, insurance coverage's in the following amounts:

General Liability	\$1,000,000
Damage to rented equipment	\$ 100,000
Medical Expenses	\$ 10,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Liability	\$2,000,000
Automobile Liability	\$1,000,000
Umbrella Coverage	\$3,000,000

Workers Compensation By Virginia Statute

The Town shall be a named as an additional insured on any policy obtained by Contractor pursuant to this paragraph. Contractor shall furnish the Town with a Certificate of Insurance that indicates adequate insurance coverage has been obtained

F. Anti-Discrimination: By submitting their bids, bidders certify to the Town of Berryville that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

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.

G. Ethics in Public Contracting: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- H. Immigration Reform and Control Act of 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- I. Debarment Status: By submitting their bids, bidders certify that they are not currently debarred by the Town of Berryville from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- J. Contract Binding/Assignment: This Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors; provided however, that this Contract may not be assigned by Contractor unless first agreed to in writing by the Town.
- K. Amendments: This Contract, including the Contract Documents, represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Contract may be amended only by an instrument in writing signed by the Parties.
- L. Governing Law: This Contract shall be governed by the laws of the State of Virginia and the ordinances of the Town. Jurisdiction and venue for the resolution of any dispute or breach under this Contract shall be in the applicable court for Clarke County, Virginia.
- M. Attorney's Fees: If any party breaches this Contract, the breaching party shall pay all of the prevailing party's reasonable attorney's fees and costs in enforcing this Contract.
- N. 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 in accordance with this chapter, 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.

Town of Berryville, Virginia

By: _____
Keith R. Dalton

Town Manager

Date: _____

Attest:

Town Clerk, Ann W. Phillips

By: _____

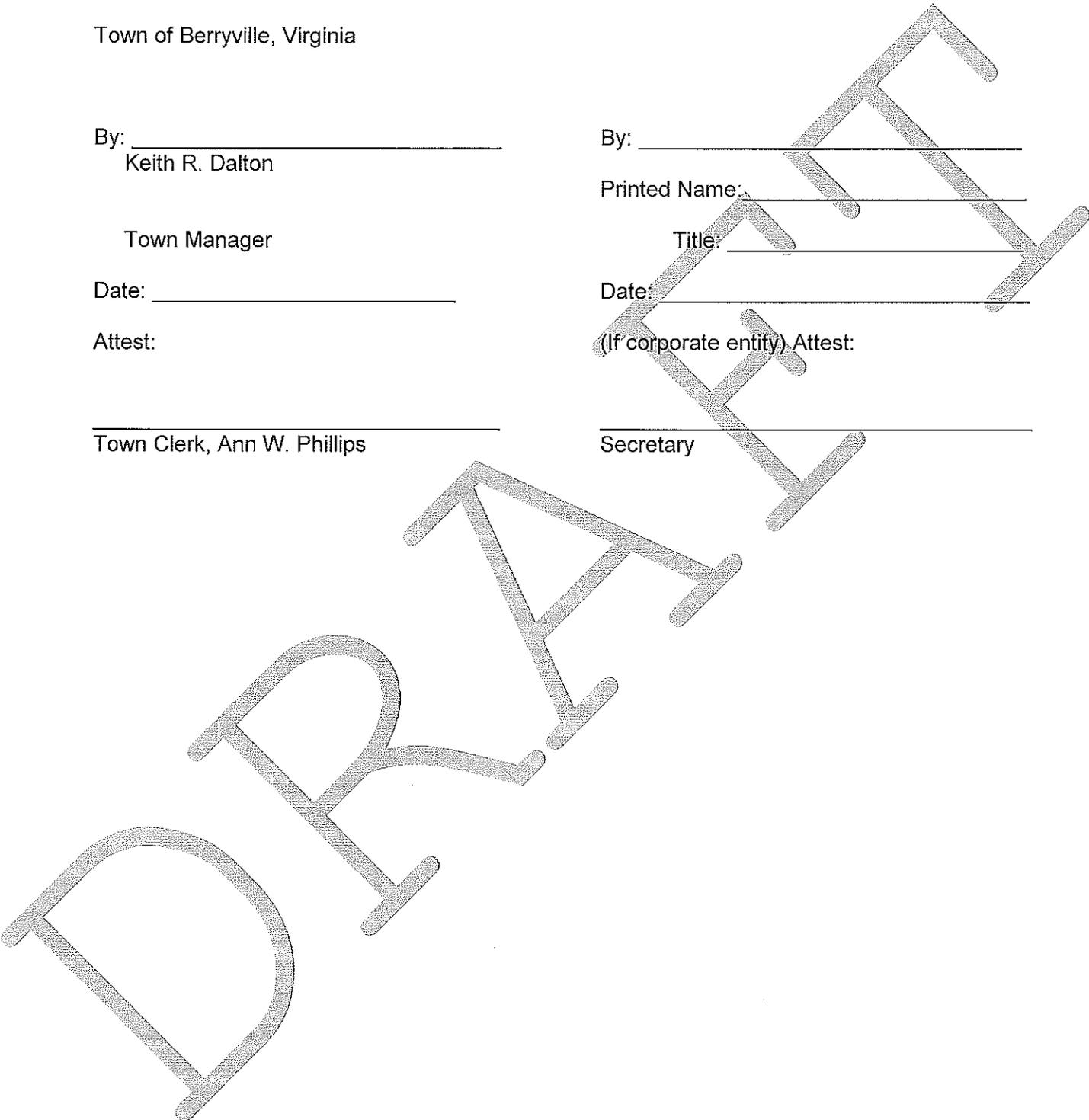
Printed Name: _____

Title: _____

Date: _____

(If corporate entity) Attest:

Secretary



BID FORM

PURCHASE AND INSTALLATION OF A 100' X 40' X 14' HIGH NEW METAL POLE BARN:

\$ _____

ASSOCIATED SITE WORK:

\$ _____

TOTAL BID:

\$ _____

_____ 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 OFFER

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 OFFER

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.

_____ Bid Bond must be included.

_____ 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

_____ References

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_____ **PLEASE INITIAL**