

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Regular Meeting
November 14, 2023
7:00 p.m.

Town Council: Present—Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; William Steinmetz, Diane Harrison, Grant Mazzarino, Ryan Tibbens

Staff: Present--Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Paul Culp, Town Clerk; Christy Dunkle, Community Development Director; Chief Neal White, Berryville Police Department

Press: Mickey Powell, *The Winchester Star*

1. Call to Order

Mayor Arnold called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

Mr. Steinmetz moved to approve the agenda. The motion passed by unanimous voice vote.

4. Presentations, Awards, and Recognitions

None.

5. Public Hearings

None.

6. Discussion of Public Hearing Items

None.

7. Citizens' Forum

Mary Ivie told the Council she opposed the rezoning of the Friant property to allow a greatly increased number of houses. She said she was against urban sprawl and that she did not wish to repeat her experience of that phenomenon in Prince William County.

8. Consent Agenda

The consent agenda comprised the minutes of the October 12 Town Council regular meeting, the October 23 meetings of the Personnel and Budget and Finance Committees, the October 24 meetings of the Streets and Utilities and Community Development Committees, and the October 26 meeting of the Public Safety Committee.

Ms. Harrison moved to adopt the consent agenda as presented. The motion passed by unanimous voice vote.

9. Unfinished Business

None.

10. New Business

None.

11. Council Member Reports

Mayor Arnold said he had received several inquiries about the Town's water supply declaration of September 2, in which residents had been asked to conserve water because of drought conditions. He said the Department of Environmental Quality recommended continued conservation in the absence of significant rain, and that Mr. Dalton was in contact with DEQ.

The mayor said he and Ms. Petti had represented the Town at the recent Employer Expo in Winchester and at the Clarke County High School job fair. Ms. Petti said both events had generated interest in Town employment.

Mr. Steinmetz of Ward 1 said the intersection of Page and Fairfax Streets needs improved lighting and that he was working with Mr. Dalton to determine the cost of a new street light there.

Mr. Mazzarino of Ward 3 said residents had expressed concerns about a sizable dip in the pavement at the corner of Alexander Drive and Hermitage Boulevard and that he was sympathetic to their concerns. Ms. Harrison concurred. Mr. Dalton said the depth of the concavity was the result of the Town's effort to allow trapped water to move adequately. He said he would research possible solutions, and Mr. Mazzarino indicated a desire to avoid a large expense.

Mr. Tibbens of Ward 4 said he had received a complaint about farm equipment on Mosby and that the police had addressed the matter. He also noted the completion of sidewalk work in Ward 1.

The other members had nothing to add.

12. Staff Reports

Nothing was added to the written reports for Public Works, Utilities, Police, Administration and Finance, or Deputy Town Manager.

Community Development

Ms. Dunkle referred the Council to her written report on the need for public improvement bond reduction in Hermitage Phase V.

Mr. Tibbens moved that the Council of the Town of Berryville reduce the amount retained for the Hermitage Phase V public improvement bond to \$568,732.29. The motion passed by unanimous voice vote.

Ms. Dunkle said a public hearing would be necessary for rezoning of properties exchanged between the Town and Clarke County Public Schools. Mr. Tibbens asked about Mr. Dalton's participation in the school board meeting at which the matter was discussed, and Mr. Dalton said everything had proceeded smoothly, with unanimous approval by the school board. Ms. Dunkle said the Planning Commission had received no comments on the matter.

I move that the Council of the Town of Berryville set a public hearing for the December 12, 2023 meeting in order to receive public comment on the rezoning of portions of three properties identified as Tax Map Parcels 14-A-6, 14-A-5, and 14A-7-A. The motion passed by unanimous voice vote.

Town Manager

Mr. Dalton referred the Council to the **attached** invitation for bids for tree and brush takedown and removal.

Vice Mayor Gibson moved that the Council of the Town of Berryville authorize the Town Manager to issue IFB #2023-03 Tree/Brush Removal and Tree/Brush Takedown Services and further moved that the Town Manager be authorized to make necessary amendments and/or provide bidders with addenda to the IFB. The motion passed by unanimous voice vote.

Mr. Dalton advised the Council that the Town would require bond counsel in the process of securing funding for the upgrade of the water treatment plant and that BotkinRose in Harrisonburg had served the Town ably in a similar capacity before. Mayor Arnold concurred.

Mr. Mazzarino moved that the Council of the Town of Berryville authorize the Town Manager to secure the services of Botkin Rose PLC to serve as bond counsel for the water treatment plant upgrade project and further moved that the Town Manager be authorized to execute any

documents in this regard, including an engagement letter. The motion passed by unanimous voice vote.

13. Committee Updates

Vice Mayor Gibson said the Budget and Finance Committee had met in October to discuss the budget calendar, bank accounts, and budget reporting.

Mr. Tibbens said the Community Development Committee had met in October and had discussed vacant commercial properties downtown and rules changes for the park.

Mayor Arnold said the Personnel Committee had interviewed a candidate for appointment to the Planning Commission and intended to interview another, and that a Tree Board reappointment was needed.

Vice Mayor Gibson moved that the Council of the Town of Berryville reappoint Kelly Wood-Brondstater to the Berryville Tree Board to a term expiring on December 31, 2027. The motion passed by unanimous voice vote.

Mr. Mazzarino said the Public Safety Committee had met in October to discuss the code revisions in the agenda packet: Chapter 6 to correct and clarify verbiage associated with the fire company and its officers, Chapter 2 for the Line of Duty Act and benefits for families of law enforcement and first-responders killed in the line of duty, and Chapter 13 for regulation of inoperable vehicles.

Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 6 of the Town Code. The motion passed by unanimous voice vote.

Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 2 of the Town Code. The motion passed by unanimous voice vote.

Mr. Mazzarino moved that the Council of the Town of Berryville adopt the attached ordinance amending Chapter 13 of the Town Code. The motion passed by unanimous voice vote.

Mr. Dalton and Chief White said Section 10-79 could be addressed in December.

Ms. Harrison said the Streets and Utilities Committee had met in October 24 and had discussed signs prohibiting truck traffic on South Church Street. She said a VDOT truck route sign on Highway 340 would be optimal and that a sign on Josephine advising trucks against a right turn would be helpful. She said the matter was now with VDOT for refinement of language.

Council and staff agreed that the Personnel Committee would meet on December 18 at 2:00 p.m. and that the Streets and Utilities Committee would meet on December 19 at 3:00 p.m.

14. Other

No other business was discussed.

15. Closed Session

Not applicable.

16. Adjourn

The Council adjourned at 7:29 p.m. on a motion by Vice Mayor Gibson

Erecka L. Gibson, Vice Mayor

Paul Culp, Town Clerk

BERRYVILLE TOWN COUNCIL SIGN-UP SHEET

Citizens' Forum

Tuesday, November 14, 2023

7:00 p.m.

Name:

Town of Berryville Resident?

~~MARY WIE~~

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

Yes No

**Invitation for Bids
Town of Berryville
Tree/Brush Removal and Tree/Brush Takedown Services
IFB #2023-03**

Issue Date:
November 15, 2023

Title:
Tree/Brush Removal, and Tree/Brush Takedown Services IFB #2023-03

Purpose and Intent:
The Town of Berryville, Virginia herein referred to as "Town", is soliciting bids from qualified firms to perform tree and brush removal and tree and brush takedown services in accordance with the performance specifications herein. The Town wishes to establish a firm fixed-price contract with a qualified contractor to perform tree and brush removal and tree and brush takedown service in work areas at various locations as listed on Bid Proposal Form Scope of Work of this IFB.

Location of Work Sites:
Work will be completed at several sites in Clarke County, VA. The attached exhibits provide the locations of those sites.

Period of Contract:
Contract period shall begin when the contract is awarded and end with the completion of the project and final payment. However, Town reserves the right to utilize the services of the Contractor within two years of contract award, provided that the Town and Contractor agree to pricing for work to be performed beyond the scope of this offering.

All tree and brush felling operations must be completed between November 15, 2023 and March 31, 2024. All associated material removal operations, brush clearing, chipping, and work area restoration (as required by the Town or VDOT) shall be completed by May 31, 2024.

Pre-bid Conference:
A pre-bid conference will be held at 1:00 p.m. (ET) on November 30, 2023, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

If special ADA accommodations are needed, then please contact Paul Culp at townclerk@berryvilleva.gov no later than November 27, 2023.

After the pre-bid conference has been completed, potential bidders may visit the Berryville Water Treatment Plant (Work Areas 1, 2, & 3) and the Berryville Public Works facility (Work Area 4) to examine the work areas. Parking is available at both facilities.

Questions Regarding this Invitation to Bid / Posting of Addenda:
Any and all questions regarding this invitation for bid shall be submitted in writing to townclerk@berryvilleva.gov by 1:00 p.m. ET on December 6, 2023. The Town will determine whether any addendum should be issued as a result of any questions or other matters raised. Said

addendum, if issued, will be posted on the Town's website and the state procurement website by 5:00 p.m. ET on December 12, 2023. Because the Town does not exercise control over the state procurement Website, it hereby informs Bidders that they are expected to check the Town's website for IFB addenda and/or related announcements.

Town website:
berryvilleva.gov/2023/Bid-Procurement-Opportunities

State procurement website (eVA):
eva.virginia.gov

Oral answers to questions relative to interpretation of IFB specifications or the proposal process will not be binding on the Town.

Additional addenda, if needed, will be posted on the same sites referenced above.

Bid Submission:

Bids will be received by the Town until 1:00 p.m. ET on December 18, 2023 (Bid Deadline).

The Bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. It is the responsibility of the Bidder to ensure that the 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 be marked late and will not be considered.

Sealed bids may be either mailed (includes delivery by a shipping company) or hand-delivered to:

**Town of Berryville
Business Office
Attention: Cindy Poulin, Treasurer
101 Chalmers Court
Berryville, VA 22611**

The entire completed bid document (see attached Bidder's Checklist), including the signed cover section (pages 1-3), signed pricing schedule (each page must be completed (including total on last page) and signed), any/all addenda (acknowledged by Bidder), and any/all required attachments, must be received in the Town Business Office at 101 Chalmers Court, Berryville, VA no later than Bid Deadline.

Bids shall be made on the proposal cover section and the pricing schedule with all items completed.

Before submitting bids, the Bidders shall carefully examine the Specifications and other Contract Documents, visit the work areas, and fully inform themselves by such means as they may think necessary or desirable as to all existing site conditions and limitations.

Bid acceptance period: Any bid made in response to this solicitation shall be valid for 75 days. At the end of the 75 days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

The following should be clearly marked on both sides of the envelope in which the Bidder's bid is contained:

- "Town of Berryville Tree/Brush Removal and Tree/Brush Takedown Services Bid"
- "Town of Berryville IFB 2023-03"
- "Do not open, sealed bid enclosed"
- Name of bidder and bidder address

No responsibility will be attached to any Town personnel for the premature opening of a bid not properly addressed and identified on the outside of a sealed envelope.

Responsibility for Receipt of Bids:

It is the Bidder's responsibility to ensure that their bid is received prior to or at the specific time and place designated in the solicitation.

Cost of Bid Preparation:

The Bidder is solely responsible for the cost of bid preparation.

Rejection of Late Bids:

Bids received after the date and time specified for receipt will be marked late and will not be considered.

Public Bid Opening:

Bids will be opened at approximately 1:05 p.m. on December 18, 2023 in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

Rejection of Bid Qualified by Bidder:

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.

Expected Date for Issuance of a Notice of Award and Notice to Proceed

The Town intends to issue a Notice of Intent to Award on or about December 21, 2024.

The Town intends to issue a Notice of Award no later than January 10, 2024.

The Town intends to enter into a contract with the Successful Bidder on or before January 19, 2024.

The Town intends to issue a Notice to Proceed on or before January 26, 2024.

The dates enumerated above represent the Town's intent in this offering, but do not constitute a definite schedule.

Bidder Certification:

In compliance with this Invitation for Bids (hereafter referred to as "IFB") and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below, and in any schedule attached hereto, is true, correct, and complete.

Name and Address of Firm:

_____	Authorized Signature: _____
_____	Print Name: _____
_____	Title: _____
_____ Zip Code: _____	Date: _____
Federal Id #: _____	Telephone: () _____
Email: _____	Fax: () _____

Non-Discrimination Notice:

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

Scope of Work Summary (See Bid Proposal Scope of Work for detailed scope);

The Town is soliciting bids from qualified firms to perform tree and brush removal and tree and brush takedown services, in accordance with the performance specifications herein. The Town wishes to establish a firm fixed-price contract with a qualified contractor available to perform tree and brush removal and tree and brush takedown service in work areas at various locations as listed on Bid Proposal Form Scope of Work of this IFB.

The Town requests lump-sum pricing for Tree/Brush Removal services within each of the four work areas based on contractor's DBH unit pricing and their evaluation of the respective work areas. The Town also requests lump-sum pricing for Tree/Brush Takedown services at two of the sites. It is the intent of the Town to choose one option, either Tree/Brush Removal or Tree/Brush Takedown, on these two sites.

Detailed work area exhibits are attached to this IFB. The area within which trees will be removed in Work Areas 1 and 3 will be flagged prior to the Pre-bid Conference. Bidders will depend solely on the attached exhibit for Work Area 2 to develop their bid and complete work if they are the successful bidder. Bidders will depend solely on the attached exhibit for Work Area 4 and two marked property corners to develop their bid and complete work if they are the successful bidder. The Work Area markings described above will be in place for the Pre-bid Conference, but the Town does not guarantee the markings will remain in place beyond that date. The successful bidder will be responsible for marking Work Areas as needed to ensure that work only occurs within the designated area. Upon request, Town's engineer will provide CAD files for the exhibits for Work Areas 1, 2, & 3.

Contractor's DBH unit pricing will be used to price work not identified in this IFB that may be added as the project proceeds.

The award of this solicitation does not guarantee or infer that work in all of the above-referenced work areas will be completed by Contractor. Only work at the direction of the Town, in writing, shall be completed. The Town reserves the right to remove work areas or portions of work areas from the scope of work. The Town reserves the right to request additional work, for which unit pricing shall apply.

Work Hours:

Permissible work hours in Work Area 1 will be set by VDOT as a part of its permitting process.

Work in Work Areas 2, 3, and 4 shall be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. No work will be permitted on Saturdays, Sundays, or holidays unless approved in advance by the Town.

Contractor Responsibilities:

Contractor shall obtain and pay for all applicable permits prior to beginning any work. Contractor is responsible for obtaining all required permits and conforming to all permit requirements.

The Contractor shall obtain a Town and/or County business license as required.

Contractor shall notify Miss-Utility (811) 3 business-days prior to excavation or clearing activities. Contractor must provide a copy of the ticket to the Director and designated VDOT representative (when working on VDOT right-of-way). Site conditions may dictate the need for marking of any Town-owned utilities. It is the responsibility of the Contractor to notify the Director, ahead of any work performed, that this coordination and locating service is necessary.

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

The Contractor shall not act on requests or take direction from anyone except the Director or the Town Manager or designated VDOT representative (when working on VDOT right-of-way.)

Contractor's work shall be performed in accordance with the current versions of the ANSI A300 Pruning Standard, ANSI Z133.1 Safety Standard, and Best Practices - Tree Pruning (companion publication to the ANSI A300 Pruning Standard), Virginia Tree Policy and Seavey Operations 16VAC25-73-10, 16VAC25-75-10 and the current version of the Road and Bridge Specifications, when applicable. Further, all work performed on the VDOT right-of-way or on VDOT property must conform to the VDOT Tree Removal Permit Requirements. A copy of the aforesaid requirements is attached to IFB, but contractor is responsible for ensuring that they are aware of and conform to the current version of VDOT requirements.

Contractor will make all reasonable effort to avoid damaging neighboring trees during the removal of a subject tree. If a neighboring tree is damaged, then it shall be repaired at no additional cost to the Town. Such repairs shall be made in accordance with the current editions of ANSI A300-Pruning and ISA's Best Management Practices - Tree Pruning.

Contractor will remove all debris generated during Tree and Brush Removal operations from work areas at intervals agreed upon by the Town (or VDOT in Work Area 1). Such debris shall be transported and disposed of in a manner that conforms to law. The cost of debris removal from Tree and Brush Removal operations shall be the sole responsibility of the Contractor. If the Town elects to have the Contractor provide Tree and Brush Takedown services in a Work Area, then debris shall be managed in accordance with Tree Takedown measures defined in this offering.

Contractor shall conform all work and operations to the most current version of the Road and Bridge specifications and other applicable regulations and specifications when working with VDOT right-of-way or on VDOT property. Contractor shall secure all required permits and approvals from VDOT before commencing work on the VDOT right-of-way or on VDOT property. Contractor is responsible for adherence to all VDOT regulations and requirements.

Contractor shall follow all regulations, standards, and procedures in accordance with the Administrative Regulation Manual Part III, Occupational Safety and Health Standards 1910.266, 16VAC25-60-120, and 16VAC25-60-130 of the Virginia Department of Labor and Industry and the OSHA Standards for General Industry Part 191.67 (2) (viii).

Contractor shall provide traffic control measures in accordance with VDOT's minimum requirements. All traffic controls shall conform to the latest edition of the Manual on Uniform Traffic Control Device Standards (MUTCD), latest edition of Virginia Work Area Protection Manual (VWAPM), and VDOT IIM-TE-386.1. The Contractor shall provide, transport, erect and maintain and dismantle adequate traffic control work zone signs and or temporary barriers to delineate work areas when required and the price quoted shall include these costs.

The Contractor shall ensure that any member of the crew to be utilized as a flagger shall be certified in the VDOT Flagging Certification Program or the American Traffic Safety Services Association (ATSSA) Flagger Certification Program and maintain a valid certification throughout the contract period. The VDOT or ATSSA flagging certification card must be in their possession at all times. Flaggers found not in possession of a Certification card or performing their duties improperly shall not be allowed to perform work and the operation will be shut down. VDOT will inspect on a regular basis to ensure that flaggers have their Certification cards. Additionally, any crewmember that is used as a flagger shall be able to communicate to the traveling public in English while performing their job duty as a flagger at the flagger station as required in Section 6E.01 of the Virginia Work Area Protection Manual. The cost for flaggers shall be included in the unit rates for DBH removal/takedown.

Contractor shall remove all debris generated in the performance of this contract from the right-of-way each day. Such debris shall be disposed of in accordance with the provisions of this contract and

applicable law. Disposal costs shall be included in the Tree Removal bid prices. Debris shall be kept off the traveled portions and shoulders of the roadway, as work progresses.

The Contractor shall provide all necessary parts, labor, tools, materials, equipment, transportation, supervision, resources, and incidentals as may be required in accordance with the Virginia OSHA Standards. All costs associated with the work and meeting the requirements of permits, shall be included in the DBH quote provided in IFB response.

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.

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 of experience in this field.

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. The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the contractor. The Contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

Contractor's supervisor shall be responsible for assigning and coordinating work, notifying the Director and VDOT (applies to work completed on VDOT right-of-way) of crew locations on a daily basis, submitting daily/weekly report to the Town, and addressing general contract performance problems. Contractor's supervisor shall meet with the Town and VDOT (applies to work completed on VDOT right-of-way) representatives on site as needed. All costs incurred for Contractor's supervisor to review work with the Town and VDOT shall be the sole responsibility of the Contractor.

Contractor shall assign an individual to be the contact person for this project. This person must have direct knowledge of the project. The contact person's cellular phone number shall be provided to the Town and VDOT representative for this project. This contact person shall be responsive to calls from the Town and VDOT.

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

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

The Contractor shall be responsible for removal and transport of waste to a Contractor-provided dumpsite in a manner consistent with applicable law.

The Contractor shall provide any water needed for operation and the means to transport and distribute said water to meet their needs.

Contractor may not store vehicles, equipment, or materials on Town property without prior written agreement from the Town.

Contractor's supervisor and at least one (1) crewmember on each crew shall be capable of communicating (both orally and in writing) and comprehending the English language.

Contractor's employees and subcontractor employees shall be dressed appropriately for the work. Said employees shall at all times communicate with the public, landowners, Town employees, VDOT employees, and others with whom they come into contact while engaged in this project, in a courteous and respectful manner.

The Contractor shall, after the completion of the project, repair and restore all property damaged by the Contractor's actions. Contractor shall restore damaged property to the same or better condition as it was 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 Town and VDOT will inspect the work areas and confirm that restoration work has been completed. Retainage will not be released until all work has been Satisfactorily Completed and all equipment has been removed.

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 in design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud.

Insurance:

Contractor shall provide evidence of required insurance coverage before a contract is executed.

Insurance coverage required in this matter is set forth the Town's General Terms and Conditions. Because of the nature of this work, the coverage for this project must conform to the *Major construction (more than \$100,000) or contracts for work deemed hazardous.*

All insurance must remain valid throughout Period of Contract.

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.

Waiver of Informalities/Rejection of Bids:

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.

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.

Bid, Performance, and Payment Bonds:

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 Evaluation and Award Procedure:

Award will be made to the lowest responsive and responsible Bidder, based on Grand Total of Scope of Work for Tree and Brush Removal in the four Work Areas. Bidders must comply with all provisions of the IFB, and award will be made, provided the bid prices are reasonable and in the best interest of the Town.

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. This includes being qualified and permitted to perform work within the VDOT right-of-way or on VDOT property.

Each Bidder must satisfy the Director as to the suitability and adequacy of their equipment and as to their practical ability to perform the work set forth in these Contract Documents within the specified time. VDOT officials may require the same review.

Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

Withdrawal of Bids:

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

Agreement:

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

The successful Bidder shall execute the formal Contract 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.

Method of Payment:

In accordance of General Terms and Conditions - Invitations for Bids, payment in the form of a check will be issued within thirty days of receipt of an approved invoice.

Definitions:

The following definitions shall be used for specific terms used in this solicitation:

Bidder - Firm submitting a bid in response to this IFB.

Brush - All woody vegetation equal to or less than six (6) inches DBH.

Contractor - Bidder awarded the contract for this offering.

Diameter Breast Height (DBH) - The diameter of trunk of a tree measured at 4.5 feet above mean ground level at the base of the trunk or trunks. In instances where there is a dispute between the Town and Contractor concerning a measurement because of a tree's excessive lean, location on a slope, or having multiple leaders, the method of measurement used shall be in accordance with the most recent version of the International Society of Arboriculture (ISA) Guide for Plant Appraisal.

Director - Berryville Director of Public Works or designee

Felling - Cutting standing tree or brush and having it fall to the ground.

Satisfactorily Completed - All work has been completed by Contractor in accordance with the specifications Contract Documents. This includes inspection by the Town and VDOT (applies to work completed in VDOT right-of-way or VDOT property), and any rework as required by Town and VDOT (applies to work completed in VDOT right-of-way or VDOT property).

Town - Town of Berryville, Virginia

Tree - All woody vegetation greater than six (6) inches DBH.

Tree and brush removal - Total removal of the tree and brush to include the disposal of all debris generated during removal operations. Stumps shall not be more than three (3) inches in height and shall be cut following the contour of the existing grade.

Tree and brush takedown - Removal of the tree and brush with debris generated to remain on site cut into lengths of no more than six (6) feet and piled no higher than three (3) feet. Stumps shall not be more than three (3) inches in height and shall be cut following the contour of the existing grade. All tree limbs not cut and stacked and all brush shall be chipped and the chips dispersed on site.

Unplanned work - Work identified after the award of this contract.

VDOT - Virginia Department of Transportation

Pricing Schedule:

Bidders must complete the attached six-page pricing schedule. Failure to complete all parts of the schedule may result in rejection of bid. Each of the pages must be signed by Bidder.

Total amounts are to be indicated on the bid form, based on quantities and the unit prices bid. The last page provides a place for Bidders to provide the "GRAND TOTAL TREE AND BRUSH REMOVAL SERVICES FOR WORK AREAS 1, 2, 3, & 4". Bidders must complete this section.

Each Bidder shall include in the bid all costs necessary to complete the project, performed in full compliance with the specification requirements and all Contract Documents.

Attachments:

- Contractor Registration
- Bidder's Checklist
- Bid Bond Form
- Pricing Schedule
- Work Area Exhibits
- General Terms and Conditions - Invitation for Bids
- W-9: Identification Number and Certification
- Town's Vendor Registration/Update form
- VDOT Tree Removal Permit Requirements

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, then 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, then the bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, 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, then the bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, 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, and 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:

BIDDER'S CHECKLIST

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

Before sending in your bid, please make sure of the following:

One original complete bid package which includes:

Completed IFB Cover Section (original signature – preferably in blue ink)

Completed Pricing Schedule (all sheets with original signature – preferably in blue ink)

Acknowledged addendums (each addendum with original signature – preferably in blue ink)

Town of Berryville Vendor Registration/ Update form

Completed W-9 (original signature – preferably in blue ink)

Certificate of Insurance

Completed Bid Bond (original signature – preferably in blue)

Completed Contractor Registration

Contractor's License

AND

Three copies of the complete bid package (see above)

Please remember that:

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

Envelope containing bid must be properly marked.

Offerors are encouraged to enclose bid in a separate sealed envelope when placing it the shipping company packaging (if applicable),

Offerors are encouraged to make and retain a separate copy of this bid package for their records.

BID BOND

KNOW ALL PERSON BY THESE PRESENTS, that _____

,of _____
(hereafter designated as "Bidder"), is submitting herewith to Town of Berryville, Virginia (hereafter designated as "Town") a bid, in accordance with the Scope for Tree Removal and Tree Takedown Services.

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

WHEREAS, Bidder has submitted the accompanying bid dated _____, 2023 for the Town Tree Removal and Tree Takedown Services.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Town accepts the Bidder's bid, the Bidder shall, within the period specified therefore, complete the formal contract agreement and furnish the required contract performance bond and contract payment bond as provided in the Contract Documents, upon acceptance of said bid by the Town, or if the Town shall have failed to accept said bid within 30 days of the opening of the bid for this work, then this obligation shall be void and of no effect, but otherwise shall remain in full force and effect. IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal

ATTEST:

By:

Corporate Secretary

By:

Address:

Principal

(Corporate Seal)

Pricing Schedule IFB#2023-03

Complete and sign each page

WORK AREA 1 (VDOT Right-of-way) Tree and Brush Removal

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Removal for Work Area 1			-----

Total Bid for Tree and Brush Removal in Work Area 1 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature: ----- Printed Name: -----

WORK AREA 2 (Water Treatment Plant Property) Tree and Brush Removal

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Removal for Work Area 2			-----

Total Bid for Tree and Brush Removal in Work Area 2 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

WORK AREA 3 (Private property with Town Easement) Tree and Brush Removal

Size of Tree	Unit Price	Number of Units	Extended Price
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----

Brush Removal for Work Area 3

Total Bid for Tree and Brush Removal in Work Area 3 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:-----

Printed Name:-----

NOTE: Either Tree/Brush Removal or Tree/Brush Takedown will be chosen by the Town for Area 3.

WORK AREA 3 (Private property with Town Easement) Tree and Brush Takedown Work

Size of Tree	Unit Price	Number of Units	Extended Price
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Takedown 1 for Work Area 3			-----

Total Bid for Tree and Brush Takedown in Work Area 3 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

NOTE: Either Tree Removal or Tree Takedown will be chosen by the Town for Area 3.

WORK AREA 4 (Public Works facility) Tree and Brush Removal

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Removal for Work Area 4	-----	-----	-----

Total Bid for Tree and Brush Removal in Work Area 4 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

NOTE: Either Tree Removal or Tree Takedown will be chosen by the Town for Area 4.

WORK AREA 4 (Public Works facility) Tree and Brush Takedown

<u>Size of Tree</u>	<u>Unit Price</u>	<u>Number of Units</u>	<u>Extended Price</u>
Greater than 6 inches DBH and less than or equal to 12 inches DBH	-----	-----	-----
Greater than 12 inches DBH and less than or equal to 18 inches DBH	-----	-----	-----
Greater than 18 inches DBH and less than or equal to 24 inches DBH	-----	-----	-----
Greater than 24 inches DBH and less than or equal to 30 inches DBH	-----	-----	-----
Greater than 30 inches DBH and less than or equal to 36 inches DBH	-----	-----	-----
Greater than 36 inches DBH and less than or equal to 42 inches DBH	-----	-----	-----
Greater than 42 inches DBH and less than or equal to 48 inches DBH	-----	-----	-----
Greater than 48 inches DBH and less than or equal to 54 inches DBH	-----	-----	-----
Greater than 54 inches DBH	-----	-----	-----
Brush Takedown for Work Area 4			-----

Total Bid for Tree and Brush Takedown in Work Area 4 \$ -----

Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

NOTE: Either Tree Removal or Tree Takedown will be chosen by the Town for Area 4.

GRAND TOTAL TREE AND BRUSH REMOVAL SERVICES FOR WORK AREAS 1, 2, 3, & 4 \$ -----

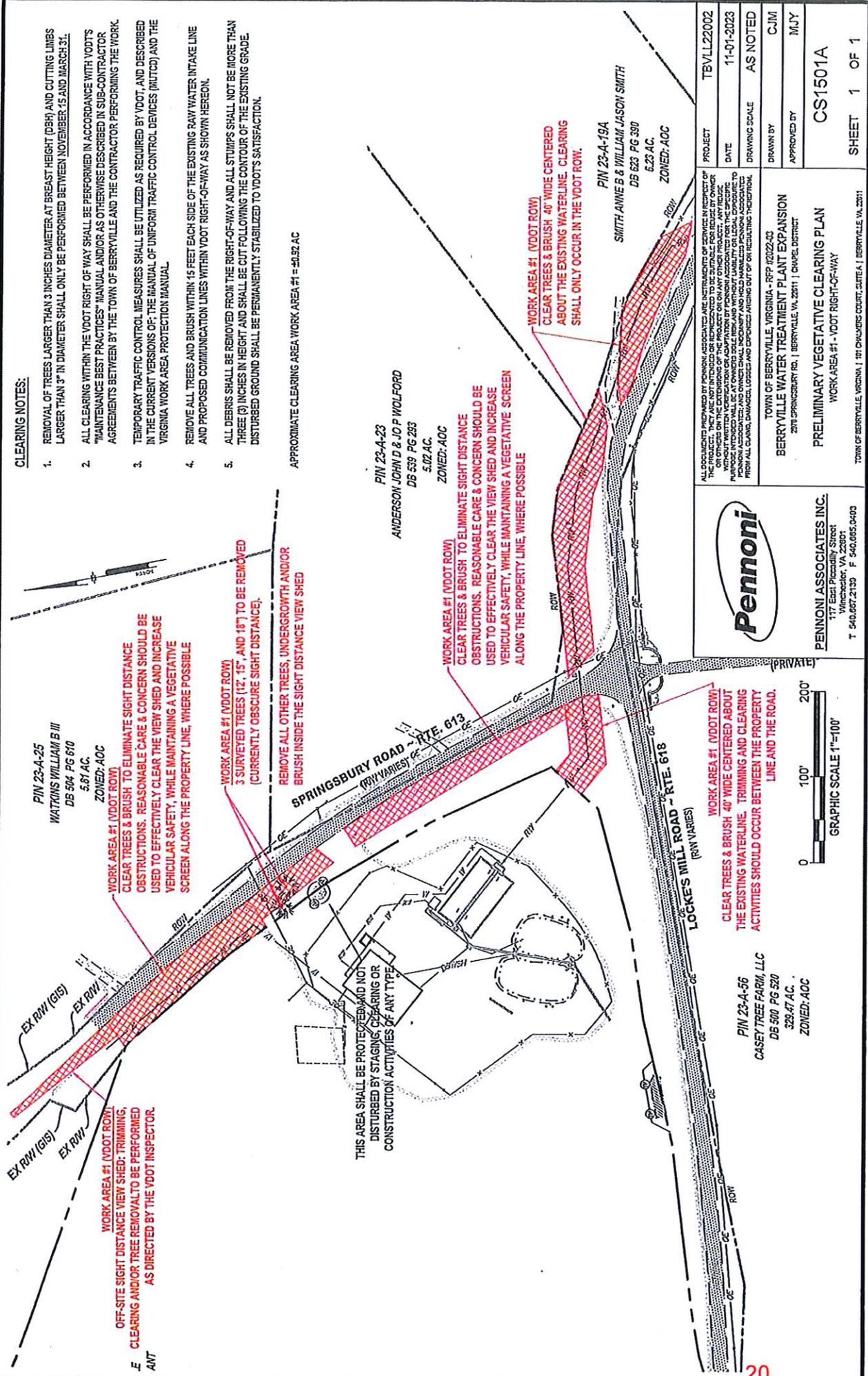
Bidder Firm Name:-----

Bidder's Authorized Signature:----- Printed Name:-----

CLEARING NOTES:

1. REMOVAL OF TREES LARGER THAN 3 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND CUTTING LIMBS LARGER THAN 3" IN DIAMETER SHALL ONLY BE PERFORMED BETWEEN NOVEMBER 15 AND MARCH 31.
2. ALL CLEARING WITHIN THE VDOT RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH VDOT'S "MAINTENANCE BEST PRACTICES" MANUAL AND/OR AS OTHERWISE DESCRIBED IN SUB-CONTRACTOR AGREEMENTS BETWEEN BY THE TOWN OF BERRYVILLE AND THE CONTRACTOR, PERFORMING THE WORK.
3. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE UTILIZED AS REQUIRED BY VDOT, AND DESCRIBED IN THE CURRENT VERSIONS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE VIRGINIA WORK AREA PROTECTION MANUAL.
4. REMOVE ALL TREES AND BRUSH WITHIN 15 FEET EACH SIDE OF THE EXISTING RAW WATER INTAKE LINE AND PROPOSED COMMUNICATION LINES WITHIN VDOT RIGHT-OF-WAY AS SHOWN HEREON.
5. ALL DEBRIS SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND ALL STUMPS SHALL NOT BE MORE THAN THREE (3) INCHES IN HEIGHT AND SHALL BE CUT FOLLOWING THE CONTOUR OF THE EXISTING GRADE. DISTURBED GROUND SHALL BE PERMANENTLY STABILIZED TO VDOT'S SATISFACTION.

APPROXIMATE CLEARING WORK AREA #1 = ±0.92 AC



PROJECT	TBVL122002
DATE	11-01-2023
DRAWING SCALE	AS NOTED
DRAWN BY	CJM
APPROVED BY	MJY
PROJECT NUMBER	CS1501A
SHEET	1 OF 1

ALL DOCUMENTS PROVIDED BY PENNONI ASSOCIATES INC. ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE CONTRACT FOR THE PROJECT AND ARE TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. WITHOUT WRITTEN PERMISSION OR ADAPTATION BY PENNONI ASSOCIATES INC. FOR THE PROJECT, NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. PENNONI ASSOCIATES INC. DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED HEREON.

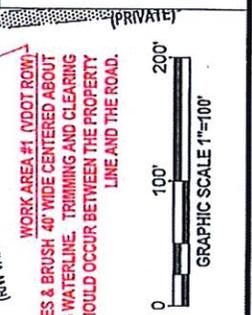
TOWN OF BERRYVILLE, VIRGINIA - RFP #2022-03
BERRYVILLE WATER TREATMENT PLANT EXPANSION
2070 SPRINGSBURY RD. | BERRYVILLE, VA 22011 | CHAPEL DISTRICT

PRELIMINARY VEGETATIVE CLEARING PLAN
WORK AREA #1 - VDOT RIGHT-OF-WAY

TOWN OF BERRYVILLE, VIRGINIA | 101 CHAMBERS COURT, SUITE A | BERRYVILLE, VA 22011

Pennonni

PENNONI ASSOCIATES INC.
117 East Picaquaddy Street
Winchester, VA 22091
T 540.667.2150 F 540.665.0403

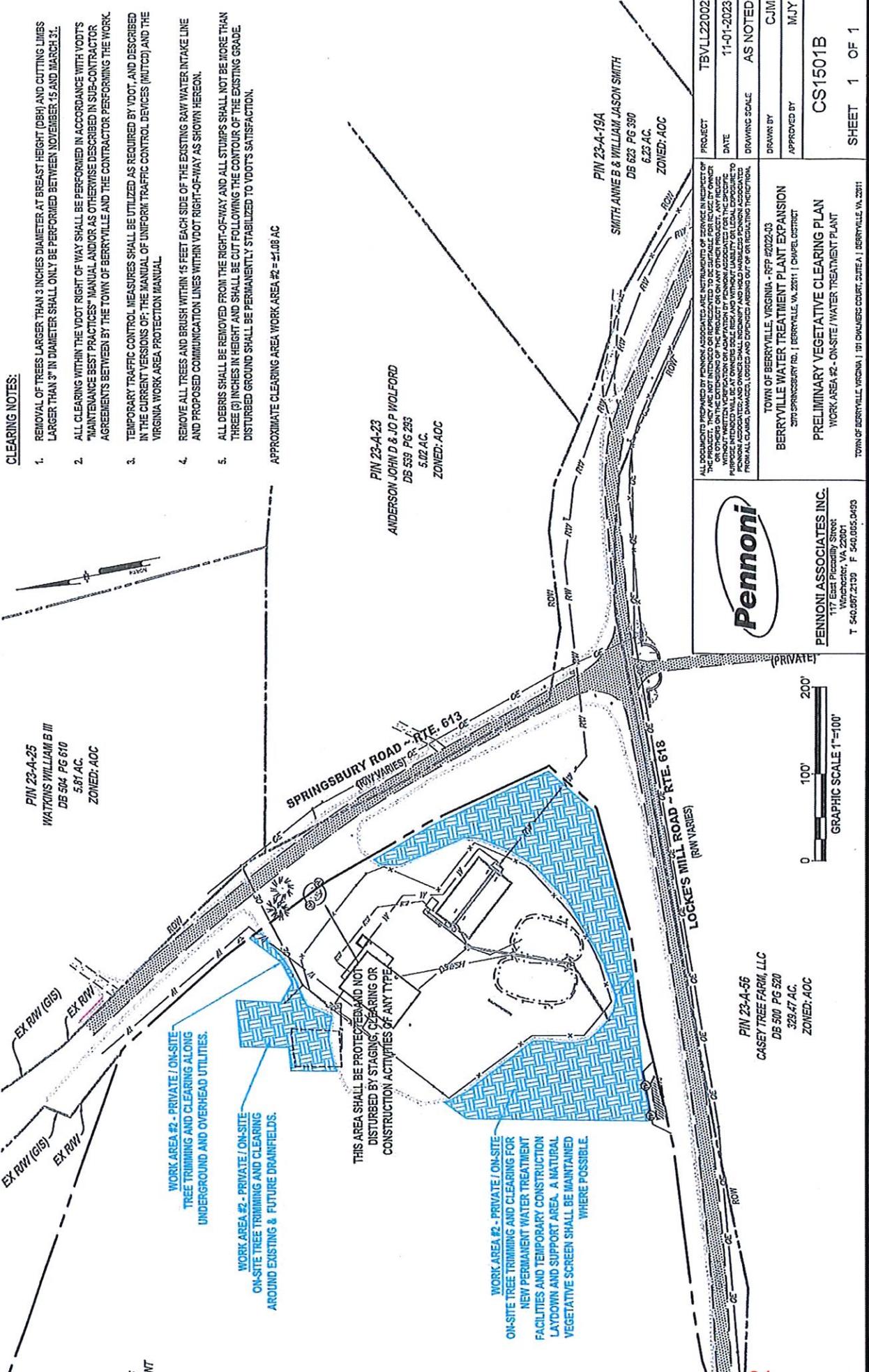


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CLEARING NOTES:

1. REMOVAL OF TREES LARGER THAN 3 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND CUTTING LIMES LARGER THAN 3" IN DIAMETER SHALL ONLY BE PERFORMED BETWEEN NOVEMBER 15 AND MARCH 31.
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3. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE UTILIZED AS REQUIRED BY VDOT, AND DESCRIBED IN THE CURRENT VERSIONS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE VIRGINIA WORK AREA PROTECTION MANUAL.
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APPROXIMATE CLEARING AREA WORK AREA #2 = 41.00 AC



PIN 23-A-25
WATKINS WILLIAM B III
DB 504 PG 610
5.81 AC.
ZONED: AOC

PIN 23-A-23
ANDERSON JOHN D & JO P WOLFORD
DS 539 PG 263
5.02 AC.
ZONED: AOC

PIN 23-A-19A
SMITH ANNE B & WILLIAM JASON SMITH
DB 623 PG 390
6.23 AC.
ZONED: AOC

PIN 23-A-56
CASEY TREE FARM, LLC
DB 500 PG 520
329.47 AC.
ZONED: AOC



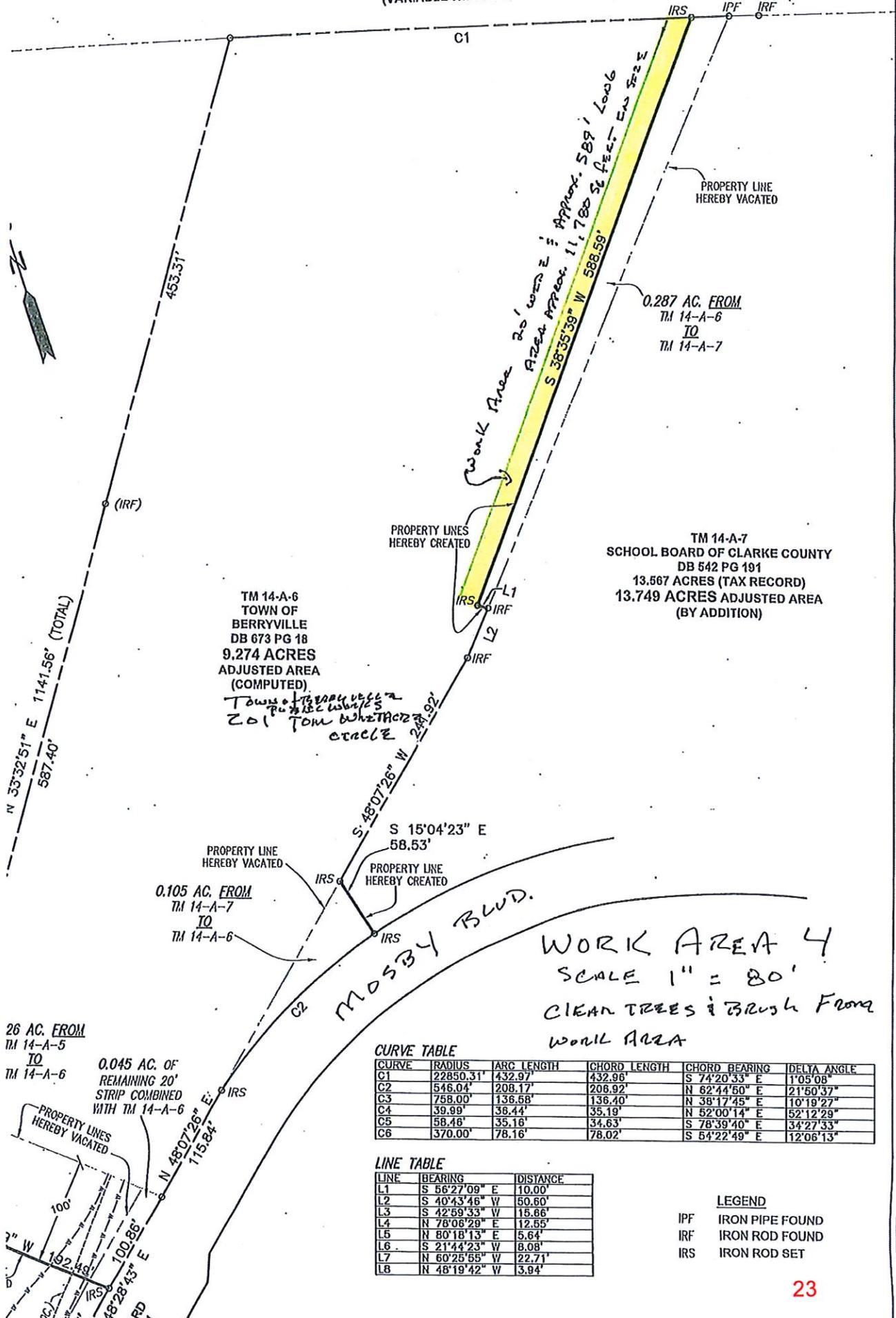
PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22091
T 540.397.2139 F 540.665.0493

PROJECT	TBVL22002
DATE	11-01-2023
DRAWING SCALE	AS NOTED
DRAWN BY	CJM
APPROVED BY	MJY
CS1501B	
SHEET 1 OF 1	

TOWN OF BERRYVILLE, VIRGINIA - RFP #2022-03
BERRYVILLE WATER TREATMENT PLANT EXPANSION
3070 SPRINGSBURY RD. | BERRYVILLE, VA 22011 | CHAPEL DISTRICT
PRELIMINARY VEGETATIVE CLEARING PLAN
WORK AREA #2 - ON-SITE / WATER TREATMENT PLANT
TOWN OF BERRYVILLE, VIRGINIA | 191 CHAMBERS COURT, SUITE A | BERRYVILLE, VA 22011



VIRGINIA ROUTE 7 (BYPASS)
HARRY BYRD HIGHWAY
(VARIABLE WIDTH RIGHT OF WAY)



TM 14-A-7
SCHOOL BOARD OF CLARKE COUNTY
DB 542 PG 191
13.567 ACRES (TAX RECORD)
13.749 ACRES ADJUSTED AREA
(BY ADDITION)



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	22850.31'	432.97'	432.96'	S 74°20'33" E	1°05'08"
C2	546.04'	208.17'	208.92'	N 62°44'60" E	21°50'37"
C3	758.00'	136.58'	136.40'	N 38°17'45" E	10°19'27"
C4	39.99'	36.44'	35.19'	N 62°00'14" E	52°12'29"
C5	58.46'	35.16'	34.63'	S 78°39'40" E	34°27'33"
C6	370.00'	78.16'	78.02'	S 54°22'49" E	12°06'13"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 56°27'09" E	10.00'
L2	S 40°43'46" W	50.60'
L3	S 42°59'33" W	18.66'
L4	N 78°08'29" E	12.55'
L5	N 80°18'13" E	5.64'
L6	S 21°44'23" W	8.08'
L7	N 60°25'55" W	22.71'
L8	N 48°19'42" W	3.94'

LEGEND

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- IRS IRON ROD SET

Town of Berryville
General Terms and Conditions – Invitations for Bids
10/25/23

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, and 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 is prohibited. During the performance of this contract, the contractor agrees as follows:

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

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

EMPLOYMENT DISCRIMINATION PROHIBITED: Employment discrimination by contractor is prohibited. During the performance of this contract, the contractor agrees as follows:

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

C) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

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

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

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

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

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

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

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

SUBCONTRACTORS: All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the

approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

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

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

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

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

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

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

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

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

contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

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

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in U.S. dollars.

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

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.

NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds allocated funds, the Town may negotiate with the apparent low bidder to obtain a contract price within allocated funds.

A) Procedures for negotiations. If the Town wishes to negotiate with the apparent low bidder to obtain a contract price within allocated funds, negotiations shall be conducted in accordance with the following procedures:

- 1) The using agency shall provide the director of public works, in the case of construction projects, and the procurement officer, in all other matters, with a written determination that the apparent low bid exceeds allocated funds. Said determination shall be confirmed in writing by the treasurer or his/her designee. The using agency may also provide the appropriate officer/director with a suggested reduction in scope for the proposed purchase.
- 2) The appropriate officer/director shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds allocated funds they may further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.

- 3) Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within allocated funds shall be permissible.
- 4) The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include any change in scope for the proposed purchase, the reduction in price, and the new contract value.
- 5) If the proposed addendum is acceptable to the town, the Town may award a contract within funds allocated to the lowest responsible bidder based upon the amended bid proposal.
- 6) If the Town and the lowest responsible bidder cannot negotiate a contract within allocated funds, all bids shall be rejected.

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 Risk Sharing Association for construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

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

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

Excess Liability-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Minor construction contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

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

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

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

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

Major construction (more than \$100,000) or contracts for work deemed hazardous:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

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

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

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

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

Professional services contracts: Commercial

General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

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

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

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

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

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

Design professional services and surveyors' contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

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

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

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

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

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

HOLD HARMLESS AGREEMENT: Contractor shall attach to each liability insurance policy, with the exception of Workers' Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while

on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS:

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

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia).
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia).
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia.)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia).
- E) Provide access to adequate toilet facilities as required by law.
- F) 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.
- G) 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.
- H) Be responsible for the resolution of any and all damage claims presented to either the Town or Contractor

Contractor also agrees to retain all books, documents, papers, account records, subcontracting records, and other evidence supporting services performed, and costs incurred during the contract period for six (6) years after the final invoice is paid.

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number													
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Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-DIV (dividends earned or paid)

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

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

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

By signing the fillad-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 516, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further identification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1089 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1089 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Town of Berryville
Vendor Registration

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

Your company's legal name: _____

Business Type: _____

What kind of products/services does your company offer?

Company Website: _____

Company Address : _____

City _____

State _____ ZIP Code _____

Name of person representing the company: _____

Phone : _____ Fax: _____

Email : _____

Payment Method: _____ Check _____ P-card

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

For Town Office Use Only

Certificate of Insurance Required: _____ Yes _____ No

Contractor's License Required: _____ Yes _____ No

VDOT Tree Removal Permit Requirements

1. Permittee acceptance and use of a Virginia Department of Transportation (VDOT) land use permit is prima facie evidence that the permittee has read and is fully cognizant of all required permit provisions, applicable traffic control plans and associated construction standards to be employed. All applicants to whom permits are issued shall at all times indemnify and save harmless the Commonwealth Transportation Board, members of the Board, the Commonwealth, and all Commonwealth employees, agents, and officers, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law including any sums ordered to be paid or expended by VDOT by any governmental entity as a fine, penalty or damages for any violation of any applicable environmental law, or to remediate any hazardous or other material, including illicit discharge into VDOT maintained storm sewer systems.
2. The permittee assumes full responsibility for any and all damages that may occur as a result of the work performed under a VDOT land use permit and agrees to secure and carry insurance against liability for personal injury and property damage that may arise from the permitted activity.
3. For the term of the permit, the permittee shall employ (on staff) or engage (on contract) an arborist who is currently certified by the ISA to represent the permittee. The arborist shall provide the permittee's contract crews with the necessary guidance to ensure that the authorized activities are performed in accordance with the permit provisions. A copy of the arborist's current certification shall be made available upon request by authorized VDOT representatives.
4. The permittee's arborist must be present during all pruning and/or complete tree removal from within state maintained right-of-way.
5. Removal of trees larger than 3 inches diameter at breast height (DBH) and cutting limbs larger than 3" in diameter shall only be performed between November 15 and March 31.
6. It shall be the permittee's responsibility to obtain any and all necessary permits and permissions that may be required by any other government agencies or property owners.
7. No land disturbance shall be allowed under the auspices of a VDOT land use permit authorizing tree pruning or removal on state maintained rights-of way.
8. All cut vegetation shall be immediately removed from state maintained right of way and disposed of in accordance with the Solid Waste Management Regulations (9 VAC 20-80-10 et seq.) of the Virginia Waste Management Board.
9. When trees are completely removed the stumps shall be cut at ground level and the face of the stump shall be cut parallel with the surrounding grade.
10. Tree pruning and/or removal operations shall be accomplished in accordance with the following:
 - American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practice (ANSI A300)
 - American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush – Safety Requirements (ANSI Z133.1)
 - International Society of Arboriculture, Best Management Practices – Tree Pruning (ISA)
11. The district roadside manager shall approve all requests for the complete removal of vegetation having a trunk base diameter greater than or equal to 6-inches from state maintained right-of-way.

12. The permittee's arborist shall be available to meet on site with VDOT representatives within 24 hours of notification for dispute or performance resolution.
13. All herbicide applicators shall meet the applicable requirements established by the Virginia Department of Agricultural and Consumer Services and maintain a Category 6 (ROW) certification. Activities involving the chemical control of vegetation shall comply with all applicable federal and state regulations.
14. Stump treatments shall be applied to live deciduous cut stumps in accordance with product label directions and specifications.
15. Any and all highway signs, right-of-way markers, etc., that are disturbed as a result of work performed under the auspices of a land use permit shall be accurately reset by the permittee immediately following completion of the work in the vicinity of the disturbed facility. The services of a certified land surveyor with experience in route surveying may be required.

AN ORDINANCE AMENDING CHAPTER 6 OF THE
CODE OF THE TOWN OF BERRYVILLE

BE IT ORDAINED, by the Council of Town of Berryville, that Chapter 6 – FIRE PREVENTION AND PROTECTION, of the Code of the Town of Berryville, is amended as follows:

Chapter 6 – FIRE PREVENTION AND PROTECTION⁽¹⁾

Footnotes:

---- (1) ----

Editor's note— By resolution adopted February 1, 1949, and recorded in Minute Book 4, p. 18, the council recognized the formation, under the statutory procedure, of a volunteer fire company known as the "John H. Enders Fire Company." Such resolution also adopted and approved the provisions of chapter 125, Michie's Virginia Code of 1942, relative to "Fires in Cities and Towns." See now title 27 of the Code of Virginia.

Cross reference— John H. Enders Fire Company, Inc., designated as part of town's official safety program, § 2-8; building regulations, Ch. 5; authority of fire department officers to direct traffic in vicinity of fire, § 10-9; calling fire-fighting apparatus without cause or malicious activation of fire alarm in public building, § 13-8.

State Law reference— Fire protection, Code of Virginia, title 27; ~~authority of town to make regulations for purpose of guarding against danger from accidents by fire, § 15.4-15.~~

Sec. 6-1. - Open burning, generally

- (a) *Purpose.* The purpose of this section is to protect public health, safety, and welfare by regulating open burning within the Town of Berryville to achieve and maintain, to the greatest extent practicable, a level of air quality that will provide comfort and convenience while promoting economic and social development. This ordinance is intended to supplement the applicable regulations promulgated by the State Air Pollution Control Board and other applicable regulations and laws.
- (b) *Definitions.* For the purpose of this section and subsequent amendments or any orders issued by the town, the words or phrases shall have the meaning given them in this section.
- (1) *Clean burning waste* means waste that is not prohibited to be burned under this ordinance and that consists only of (i) one hundred (100) percent wood waste, (ii) one hundred (100) percent clean lumber or clean wood, (iii) one hundred (100) yard waste, or (iv) one hundred (100) mixture of only any combination of wood waste, clean lumber, clean wood, or yard waste.
- (2) *Clean lumber* means wood or wood products that have been cut or shaped and include wet, air-dried, and kiln-dried wood products. Clean lumber does not include wood products that have been painted, pigment-stained, or pressure treated by compounds such as chromate copper arsenate, pentachlorophenol, and creosote.
- (3) *Clean wood* means uncontaminated natural or untreated wood. Clean wood includes, but is not limited to, by-products of harvesting activities conducted for forest management or commercial logging, or mill residues consisting of bark, chips, edgings, sawdust, shavings, or slabs. It does not include wood that has been treated, adulterated, or chemically changed in some way; treated with glues, binders, or resins; or painted, stained, or coated.
- (4) *Construction waste* means solid waste that is produced or generated during construction remodeling, or repair of pavements, houses, commercial buildings and

other structures. Construction waste consists of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids, and garbage are not construction wastes and the disposal of such materials must be in accordance with the regulations of the Virginia Waste Management Board.

- (5) *Debris waste* means wastes resulting from land clearing operations. Debris wastes include but are not limited to stumps, wood, brush, leaves, soil and road spoils.
- (6) *Demolition waste* means that solid waste which is produced by the destruction of structures, or their foundations, or both, and includes the same materials as construction waste.
- (7) *Garbage* means readily putrescible discarded materials composed of animal, vegetable, or other organic matter.
- (8) *Hazardous waste* means a "hazardous waste" as described in 9VAC 20-60, Hazardous Waste Management Regulations.
- (9) *Household waste* means any waste material, including garbage, trash, and refuse derived from households. For purposes of this regulation, households include single and multiple residences, hotels and motels, campgrounds, picnic grounds, and day-use recreation areas. Household wastes do not include sanitary waste in septic tanks (septage) which is regulated by state agencies.
- (10) *Industrial waste* means any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include but is not limited to waste resulting from the following processes: electric power generation; fertilizer/agricultural chemicals; food and related products/by products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- (11) *Junk* means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.
- (12) *Junkyard* means an establishment or place of business that is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary landfills.
- (13) *Open burning* means the combustion of solid waste without:
 - a. Control of combustion air to maintain adequate temperature for efficient combustion;
 - b. Containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion; and
 - c. Control of the combustion products' emission.
- (14) *Open pit incinerator* means a device used to burn waste for the primary purpose of reducing the volume by removing combustible matter. Such devices function by directing a curtain of air at an angle across the top of a trench or similarly enclosed space, thus reducing the amount of combustion byproducts emitted into the atmosphere. The term also includes trench burners, air curtain incinerators and over draft incinerators.

- (15) *Refuse* means all solid waste products having the characteristics of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean up of spills or containment or other discarded materials.
- (16) *Salvage operation* means any operation consisting of a business, trade, or industry participating in salvaging or reclaiming any product or material, such as, but not limited to, reprocessing of used motor oils, metals, chemicals, shipping containers or drums, and specifically including automobile graveyards and junkyards.
- (17) *Smoke* means small gas-borne particulate matter consisting mostly, but not exclusively, of carbon, ash, and other material in concentrations sufficient to form a visible plume.
- (18) *Special incinerator device* means an open pit incinerator, conical, or teepee burner, or any other device specifically designed to provide good combustion performance.
- (19) *Wood waste* means untreated wood and untreated wood products, including tree stumps (whole or chipped), trees, tree limbs (whole or chipped), bark, sawdust, chips, scraps, slabs, millings, and shavings. Wood waste does not include:
- a. Grass, grass clippings, bushes, shrubs, and clippings from bushes and shrubs from residential, commercial/retail, institutional, or industrial sources as part of maintaining yards or other private or public lands.
 - b. Construction, renovation, or demolition wastes.
 - c. Clean lumber.
- (20) *Yard waste* means grass, grass clippings, bushes, shrubs, and clippings from bushes and shrubs that come from residential, commercial/retail, institutional, or industrial sources as part of maintaining yards or other private or public lands. Yard waste does not include (i) construction, renovation, and demolition wastes or (ii) clean wood.
- (c) *Prohibitions on open burning.* No owner, tenant, or other person shall cause, suffer, allow or permit open burning within the corporate limits of the Town of Berryville, except as provided in this section.
- (1) No owner, tenant, or other person shall cause or permit open burning or the use of a special incineration device for the destruction of rubber tires, asphaltic materials, crankcase oil, impregnated wood or other rubber or petroleum based materials except when conducting bona fide fire fighting instruction at fire fighting training schools having permanent facilities.
 - (2) No owner, tenant, or other person shall cause or permit open burning or the use of a special incineration device for the destruction of hazardous waste or containers for such materials.
 - (3) No owner, tenant, or other person shall cause or permit open burning or the use of a special incineration device for the purpose of a salvage operation or for the destruction of commercial/industrial waste.
 - (4) Open burning or the use of special incineration devices permitted under the provisions of this section does not exempt or excuse any owner, tenant, or other person from the consequences, liability, damages or injuries that may result from such conduct; nor does it excuse or exempt any owner, tenant, or other person from complying with other applicable laws, ordinances, regulations and orders of governmental entities having jurisdiction, even though the open burning is conducted in compliance with this ordinance. In this regard special attention should be directed to § 10.1-1142 of the Forest Fire Law of Virginia, the regulations of the Virginia Waste Management Board, and the State Air Pollution Control Board's Regulations for the Control and Abatement of Air Pollution.

- (5) Upon declaration of an alert, warning, or emergency stage of an air pollution episode as described in 9 VAC 5 Chapter 70 (9VAC 5-70) or when deemed advisable by the State Air Pollution Control Board to prevent a hazard to, or an unreasonable burden upon, public health or welfare, no owner, tenant, or other person shall cause or permit open burning or use of a special incineration device; and any in process burning or use of special incineration devices shall be immediately terminated in the designated air quality control region.
- (d) *Exemptions.* Open fire may be set when approved by the town manager and the chief of the John H. Enders Fire ~~Department~~ Company Inc. or chief of Clarke County Department of Fire and EMS for one or more of the following reasons:
- (1) For the prevention of a hazard, that cannot be abated by other means.
 - (2) For instruction of firefighters.
 - (3) For protection of public health.
 - (4) For recognized practices of agriculture, including the burning of fence rows, diseased trees, brush or weeds on properties that are included in farming land use.
 - (5) For recognized practices of reforestation, when such burnings are undertaken in compliance with existing forestry practices.
- (e) *Permissible open burning.*
- (1) Open fires of clean wood, lumber, and wood waste may be used for cooking food for human consumption, recreational purposes, ceremonial purposes and the operation of craft exhibits, and pageants of historical significance. Those who plan to use open fires at ceremonies, craft exhibits, and pageants of historical significance should notify the town manager of the event date, time, and purpose.
 - (2) Salamanders or other devices providing good combustion may be used for heating by construction or other workers. Workers may also burn clean burning waste, not to include construction or demolition waste, in a metal barrel for warmth provided the barrel has a mesh screen of not greater than three-quarters ($\frac{3}{4}$) inches so affixed and maintained so as to prevent the exit of sparks; provided that no fire shall be built within twenty (20) feet of any building, fence, or other structure, nor left unattended. Burning for warmth of construction workers may only be done provided no smoke violation or other nuisance is created.
 - (3) Since the public collection of yard and household waste is available through agents of the Town of Berryville, the open burning of grass, leaves, landscape debris waste, commercial waste, household waste, and other yard waste is not permitted. If any person wishes to burn wood waste, yard waste, or debris waste which the Town of Berryville and its agents decline to collect, then that person must obtain a permit from the town manager before they conduct such burning. Permits will only be issued once the site has been inspected by an agent of the Town of Berryville for potential impact on adjacent properties.
- (f) *Violations.* Any person who violates or fails to comply with any of the mandatory provisions of this section shall be charged with a class 1 misdemeanor (see § 15.2-1429 of the Code of Virginia) as provided by law. Enforcement of this section shall be by the town police department.
- (1) Any Berryville Police Department officer who is summonsed to the scene of an open burn in violation of this section shall instruct the owner or other person to extinguish the fire. If necessary, the fire department with jurisdiction may be called upon to assist with extinguishment.
 - (2) Each separate incident may be considered a new violation.

(Ord. of 4-10-07)

~~State Law reference Authority for towns to regulate the making of fires, § 15.2-1118; regulating the burning of woods brush, etc., penalties; § 10.1-114; state air pollution control board, 9VAC 5-40-5641.~~

VOTE:

Recorded Vote:

Ayes: *Unanimous vote vote*

Nays:

Abstain:

Absent During Meeting:

SIGNED _____
Harry Lee Arnold, Jr., Mayor

Date: November 14, 2023

ATTEST: _____
Erecka L. Gibson, Vice Mayor

Date: November 14, 2023

AN ORDINANCE AMENDING CHAPTER 2 OF THE
CODE OF THE TOWN OF BERRYVILLE

BE IT ORDAINED, by the Council of Town of Berryville, that Chapter 2 –
ADMINISTRATION, of the Code of the Town of Berryville, is amended as follows:

Sec. 2-8. - Parts of official safety program designated.

~~The John H. Enders Fire Company, Inc., its Rescue Squad and their membership and the
Berryville Police Department and its membership are hereby declared to be an integral part of
the official safety program of the town.~~

The following entities and their membership are hereby declared to be an integral part of
the official safety program of the town:

- i. John H. Enders Fire Company Inc.
- ii. The Berryville Police Department
- iii. Clarke County Department of Fire and EMS

(Ord. of 9-27-18)

Editor's note— The above section was adopted pursuant to the Line of Duty Act, § 9-
400 9.1-400, et seq. of the Code of Virginia.

VOTE:

Recorded Vote:

Ayes: *Unanimous voice vote*

Nays:

Abstain:

Absent During Meeting:

SIGNED _____
Harry Lee Arnold, Jr., Mayor

Date: November 14, 2023

ATTEST: _____
Erecka L. Gibson, Vice Mayor

Date: November 14, 2023

AN ORDINANCE AMENDING CHAPTER 13 OF THE
CODE OF THE TOWN OF BERRYVILLE

BE IT ORDAINED, by the Council of Town of Berryville, that Chapter 13 – OFFENSES - MISCELLANEOUS, of the Code of the Town of Berryville, is amended as follows:

• ~~Sec. 13-30. – Open storage of inoperative vehicles in certain zoning districts.~~

~~(a) It shall be unlawful and a Class 4 misdemeanor for any person, firm or corporation to keep, except within a fully enclosed building or structure or otherwise shielded or screened from view, on any property zoned for residential or commercial purposes, any motor vehicle, trailer, or semi-trailer, as such are defined in § 46.2-100 of the Code of Virginia, which is inoperative. As used in this section, an "inoperative motor vehicle" shall mean any motor vehicle which is not in operating condition; or which for a period of sixty (60) days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for the operation of the vehicle, or on which there are displayed neither valid license plates nor a valid inspection decal. However, the provisions of this act shall not apply to licensed business which on June 26, 1970, is regularly engaged in the business as an automobile dealer, salvage dealer or scrap processor.~~

~~(b) A maximum of one (1) inoperable motor vehicle, trailer, or semi-trailer may be kept outside of a fully enclosed building or structure, as long as such vehicle, trailer, or semi-trailer is shielded or screened from view. "Shielded or screened from view" means not visible by someone standing at ground level from outside of the property on which the subject vehicle is located or the vehicle is covered by a cover made for vehicles.~~

~~(c) The owners of property zoned for residential or commercial purposes shall, at such time or times as the council may prescribe, remove therefrom any such vehicles, trailers or semi-trailer described above that are not kept within a fully enclosed building or structure.~~

~~(d) The town manager through the town's agents and employees may remove such inoperable motor vehicles, trailers, or semi-trailers as hereinabove described whenever the owner of the premises, after reasonable notice, has failed to do so. Reasonable notice may be given by first class and registered or certified mail addressed to the owner of the premises, as shown on the current real estate tax records, at the address to which the real estate tax bill is mailed; personal service upon an owner of the premises upon which the vehicles are located; or conspicuously posting~~

~~notice of the violation upon the premises where the inoperative motor vehicles are located. In the event any such motor vehicle, trailer, or semi-trailer is so removed, the town manager through the town's agents and employees may dispose of the same, after giving additional notice to the owner of the vehicle.~~

~~(e) The cost of any such removal and disposal shall be chargeable to the owner of the vehicle or premises and may be collected by the town as taxes and levies are collected. Every such cost with which the owner of the premises has been assessed shall constitute a lien against the property from which the vehicle was removed, the lien to continue until actual payment of such cost has been made to the town.~~

~~(Ord. of 7-18-85; Ord. of 5-9-89; Ord. of 6-13-06; Ord. of 12-9-14(1))~~

~~Cross reference—Penalty for Class 4 misdemeanor, § 1-11; motor vehicles and traffic; Ch. 10; zoning ordinance, App. A.~~

~~State Law reference—Authority for above section, Code of Virginia, § 15.2-904.~~

Sec. 13-30. - Reserved

VOTE:

Recorded Vote:

Ayes: *Unanimous voice vote*

Nays:

Abstain:

Absent During Meeting:

SIGNED _____
Harry Lee Arnold, Jr., Mayor

Date: November 14, 2023

ATTEST: _____
Erecka L. Gibson, Vice Mayor

Date: November 14, 2023