

**Informal IFB
Unsealed Bid
For demolition of structure at
170 Castleman Road, Berryville Va.
Issued December 6, 2024**

The Town of Berryville is seeking informal IFB bids for the demolition of the structure located at 170 Castleman Road Berryville Va. 22611.

Scope of work:

Contractor (Successful Bidder) shall complete the following tasks (and have the work accepted by the Town) before March 1, 2025:

Secure all required permits, excluding a Clarke County Building Department Demolition Permit (Town will secure demolition permit).

Secure utility location for project. Contractor shall safeguard Town's effluent treatment main (which traverses the property in question) during the project. Contractor shall cause utility locations shall be remarked as required by law.

Establish a temporary construction entrance in accordance with current Virginia Erosion Control Standards.

Note: Contractor shall make every effort to ensure no debris or mud is deposited on Castleman Road or Route 7. Any material deposited on the road shall be cleaned immediately by Contractor.

Install silt fence around the perimeter of area to be disturbed in accordance with current Virginia Erosion Control Standards, to ensure no debris leaves the property. Contractor shall inspect and maintain silt fence throughout the project.

Clear and dispose of all trees and vegetation required to access the structure. Contractor will dispose of all trees and vegetation in a manner consistent with law.

Demolish structure (approximately 51' X 47' in size) and deck and remove and dispose of building debris and material. Contractor will dispose of all debris and materials in a manner consistent with law.

Fill cellar/basement the area with compacted shale in order to create a smooth grade and positive drainage.

Stabilize all disturbed areas, except the capped construction entrance, in accordance with in accordance with current Virginia Erosion Control Standards. Seed mix shall be appropriate for time of year.

Note: Town will remove the silt fence when eighty (80) percent stabilization has been achieved.

Seal temporary construction entrance with a minimum of six {6} inches compacted 21B Stone after all other work has been completed and accepted by the Town.

The Town of Berryville's General Terms and Conditions – Invitation for Bids last updated on 10/25/23 are in force for this project. Insurance requirements for "Minor construction contracts (\$99,999.99 or less)" will apply.

A pre-bid meeting will be held on site on December 18, 2024 at 10:00am. Attendance at this meeting is encouraged, but not required.

All bidder questions pertaining to this offering must be sent to both of the following email addresses by noon on December 31, 2024:

directordpw@berryvilleva.gov

townclerk@berryvilleva.gov

The Town will post its responses to questions on the Town website (www.berryvilleva.gov) by 5:00 p.m. on January 6, 2025.

All Bids must be received by the Town of Berryville Business Office (101 Chalmers Court, Berryville, VA 226111) by noon on January 15, 2025. All bids shall be marked "Demolition at 170 Castleman Road."

The Town expects to enter into a contract with the Contractor on or before February 12, 2025; however, a Notice to Proceed will not be issued until the Town receives an approved Clarke County Demolition Permit. Contract will incorporate this offering, any addendums issued by the Town (including responses to questions), and the Town's "General Terms and Conditions – Invitation for Bids 10/25/23."

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.

**ROUTE 603
CASTLEMAN
ROAD**

WIDTH VARIES

TM 16A-41
ROBT. W. SMALLEY JR., TEE
E. SCOTT SMALLEY, TEE
DB 441-864

NORTH FROM
HIGHWAY PLANS

N57°23'32"W 295.43'
TO CONC. HWY.
MON.

CONC. HWY.
MON.
S57°23'32"E
107.86'

S57°23'32"E
112.19'
IPS 15'

PLAN CENTER
PART OF ROUTE 603
DB 85-374 (PCL 032)

N72°27'00"E
45.35'
N88°48'03"E
(SEE NOTE 4)

CONC. HWY.
MONUMENTS

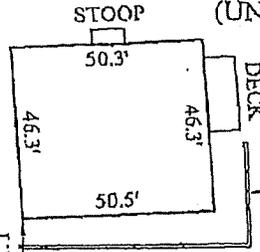
TAX MAP 16A-40
DEED BOOK 144-517 PARCEL "1"

0.9191 AC.

1 1/2 STORY
FRAME HOUSE
(UNOCCUPIED)

PART OF ROUTE 7 / RT. 603
DB 85-288 (PCLS 031 & 072)

WELL
HOUSE
UTIL. POLE
(typ.)



GRAVEL
DRIVEWAY
O'HEAD WIRES

WATERS EDGE ± 11/25/09
S37°00'00"W

SHENANDOAH RIVER

CONC. HWY.
MONUMENT

N59°05'57"W

200.00'

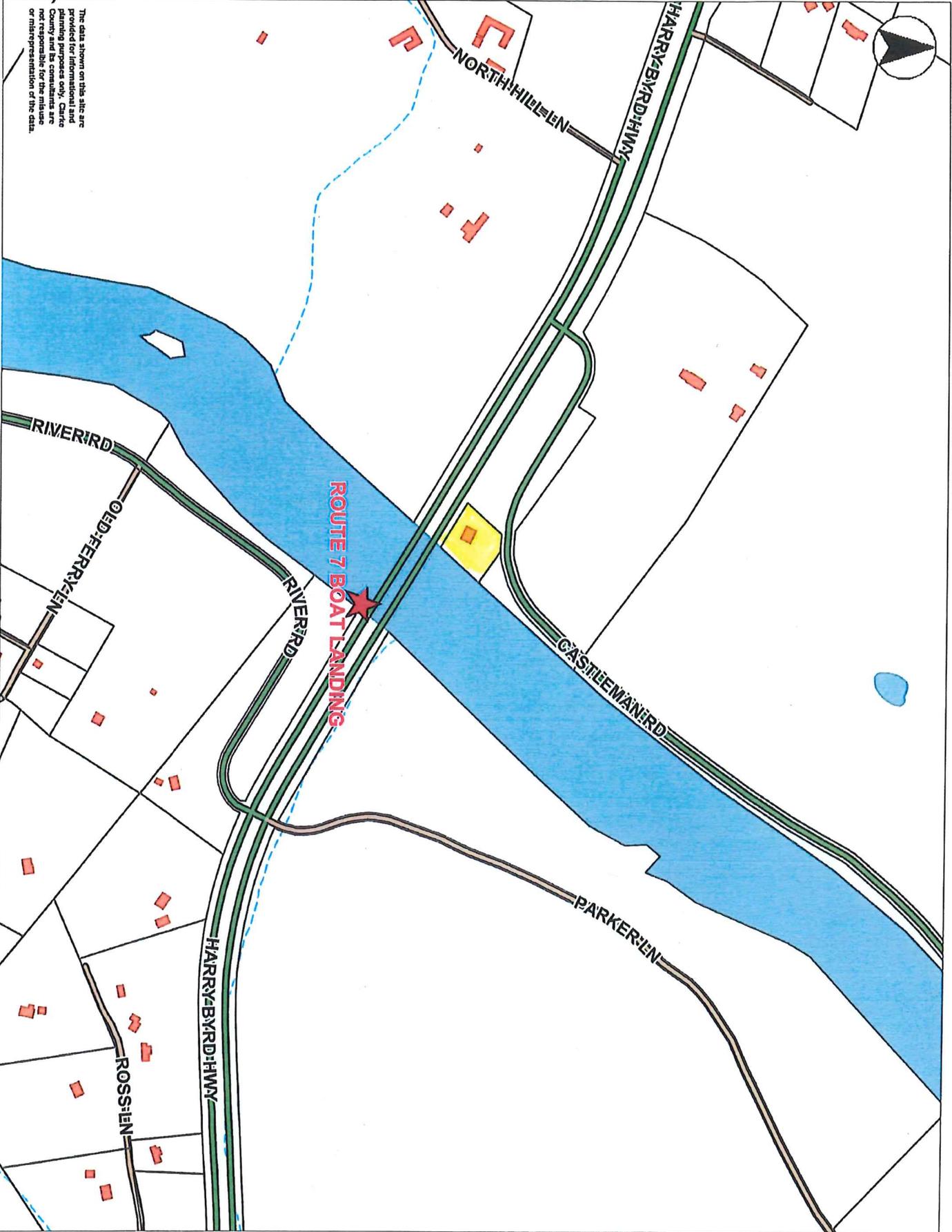
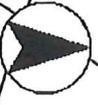
48'
27'±

EDGE OF BRIDGE

PLAN CENTERLINE WEST BOUND LANE

ROUTE 7 HARRY BYRD HIGHWAY

WIDTH VARIES DEED BOOK 85-374 PCL 034



The data shown on this site are provided for informational and planning purposes only. Clarke County and its consultants are not responsible for the misuse or misrepresentation of the data.

- Public
- Parcels
- Clarke County Boundary
- Major Roads
 - Interstate
 - US Highway
 - State Highway
- Surrounding Counties Open
- Clarke County Roads
 - Private Roads
 - Roads
- Rail
- Buildings
 - Appalachian Trail
 - Streams
 - Perennial Streams
 - Intermittent Streams
 - Ponds
 - Rivers



0 640 1280 ft

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