

**INVITATION FOR BIDS  
TOWN OF BERRYVILLE  
PAVING, MILLING, AND LINE STRIPING  
IFB# 2025-03**

IFB#: 2025-03

Issue Date: June 3, 2025

Title: Paving, Milling, and Line Striping IFB# 2025-03

Location of Work Site(s): Within the Corporate Limits of the Town of Berryville - see attached vicinity map and scope of work.

Period of Contract: The contract term shall be effective from the date of contract award until the Scope of Work has been completed.

Scope of Work shall be completed before September 15, 2025, unless the Town issues written approval to extend the deadline. Unit pricing shall be effective until December 1, 2025.

Bid Submission:

**Bidders must submit sealed bids.**

**Bidders must complete and return this cover sheet with their bids.**

**Bids shall be made on the Bid Proposal forms Scope of Work and Proposal Cover with all items completely filled out.**

**Before submitting bids, the bidders shall carefully examine the Specifications and other Contract Documents, visit the site of the work, and fully inform themselves by such means as they may think necessary or desirable as to all existing conditions and limitations. Bidder will confirm all work area measurements.**

**Outside of sealed bid must be clearly labeled “ Paving, Milling, and Line Striping IFB# 2025-03”and include the name and address of Offeror.**

**Bids may either be mailed or hand-delivered to:**

**Town of Berryville Business Office  
Attention: Cindy Poulin, Director of Finance / Treasurer  
Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611**

**Bids Due: Bids will be received until 10:00 a.m. (ET) on July 1, 2025.**

**Public Bid opening: Bid opening will occur at 10:05 a.m. (ET) on July 1, 2025, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.**

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 assure 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.

No responsibility will attach to any officer or agent for the premature opening of a bid not properly addressed and identified.

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.

All inquiries about this bid must be directed to Cindy Poulin at [treasurer@berryvilleva.gov](mailto:treasurer@berryvilleva.gov).

**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: _____ ( ) _____

**Remainder of page left blank intentionally.**

Prebid Conference: A non-mandatory Prebid Conference will be held at 10:00 a.m. (ET) on June 12, 2025 in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611. Attendance at this meeting is strongly encouraged.

If special ADA accommodations are needed for the Prebid Conference, then please contact Town Clerk at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov) no later than June 11, 2025.

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. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

Purpose and Intent of this IFB: The purpose and intent of this IFB is to establish a firm fixed price contract with a qualified contractor available to perform paving, milling, and line striping related to known projects at various locations as listed on ***Bid Proposal Form Scope of Work*** of this IFB.

Scope of Work Summary (See ***Bid Proposal Form Scope of Work*** for detailed scope): The Town of Berryville (hereafter referred to as "Town") requests pricing for the work identified in the scope. A vicinity map is attached to this IFB (streets in question are highlighted in yellow).

The Town also seeks unit pricing for work not yet identified.

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

Work Hours: All work 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 Saturday, Sundays, or holidays unless approved in advance by the Town.

Contractor Responsibilities:

The successful bidder (hereafter referred to as "Contractor") shall obtain and pay for all applicable permits prior to beginning any work.

The Contractor shall obtain a Town of Berryville business license as required by Berryville Code.

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

The Contractor shall not act on requests or take direction from anyone except the Director of Public Works (hereafter referred to as "Director") or designee or the Town Manager.

The Contractor is responsible for notifying Miss Utility 48 hours prior to digging and must provide a copy of the ticket to the Director. Site conditions may dictate the need for marking of any Town-owned utilities. It is the responsibility of the Contractor to notify the Director or designee, ahead of any work performed, that this coordination and locating service is necessary.

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 and the most current editions of the Virginia Department of Highways and Transportation

(VDOT) Road and Bridge specifications. Visit <http://www.virginiadot.org/business/const/spec-default.asp> for Road and Bridge Specifications and Revisions.

The Contractor must provide all necessary labor and equipment to meet certified VDOT work zone requirements when working in but not limited to VDOT right of way, Town right of way, Town-owned parking lots, and roadways to safely direct traffic (both vehicular and pedestrian) around the work areas.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken to prevent injury to the Contractor's employees and other persons who may be affected by the project, to prevent damage to or loss of materials or equipment incorporated into the project, and to protect this and other property at or adjacent to the site.

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 and projects of this scale.

The Contractor shall maintain an adequate supply of labor 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.

The Contractor shall provide adequate protection for all structures within and adjacent to work areas. Any damage to Town-owned property or the property of others by the Contractor shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the owner.

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

The Contractor shall be responsible for removal and transport of asphalt millings and other waste to a Contractor-provided dumpsite in a manner consistent with applicable law. No such waste shall be stockpiled in Town unless approved in advance by the Director.

The Contractor shall provide and post "No Parking" signs in appropriate locations as approved by the Director and deliver notices to individual occupancies regarding on-street parking restrictions. Such posting and notice provision shall occur not more than 72 hours and not less than 48 hours prior to commencement of work. The content of notices delivered to residences will be approved by the Director. The manner of delivery and placement of notices at residences will be approved by the Director.

The Contractor shall provide their own water and the means to transport and distribute said water to meet their needs.

The Contractor shall, after the completion of the project, repair and restore all property damaged by the Contractor's actions. Areas to be repaired include, but are not limited to, roads, drives, paths, parking lots, easement areas, and lawns. 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 Contractor shall complete the Scope of Work before September 15, 2025, unless the Town issues written approval to extend the deadline.**

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.

Prebid Conference: A non-mandatory pre-bid meeting is scheduled at 10:00 a.m. (ET) on June 12, 2025, in the Main Meeting Room of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA 22611.

Bidder Questions/Addendums:

If bidder determines that there are discrepancies or omissions in the bid documents or if bidder has questions about bid documents, then they shall notify the Town Clerk, and seek additional information or clarification.

Questions and requests for clarification must be submitted to the Town no later than 1:00 p.m. (ET) on June 17, 2025, to the Town Clerk, via e-mail at [townclerk@berryvilleva.gov](mailto:townclerk@berryvilleva.gov).

To ensure fair consideration for all bidders, questions answered for prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidder.

Such addendum(s), if issued, will be posted by 5:00 p.m. (ET) June 23, 2025, at the addresses listed below:

Town website:

[berryvilleva.gov/2211/Bid-Procurement-Opportunities](http://berryvilleva.gov/2211/Bid-Procurement-Opportunities)

State Procurement website (eVA):

[eva.virginia.gov](http://eva.virginia.gov).

Please note that it is the bidder's responsibility to check these sites frequently for addendums that may affect pricing, this document's requirements, and terms and/or conditions. Failure to sign and return an addendum with bidder's response may result in disqualification of award.

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

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 opening:** All bids will be publicly opened after the time set for receipt of bids and read aloud in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center. Bid opening will begin no earlier than 10:05 a.m. (ET).

**Bid acceptance period:** Any bid made in response to this solicitation shall be valid for 60 days. At the end of the 60 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.

**Contract term:** The contract term shall be effective from the date of contract award until the Scope of Work has been completed. Unit pricing shall be effective until December 1, 2025.

**Bid evaluation and award procedure:** Award will be made to the lowest responsive and responsible bidder, based on Grand Total of Scope of Work. Bidders must comply with all provisions of the 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.

Each bidder must satisfy the Director as to the suitability and adequacy of their equipment and ability to perform the work set forth in these Contract Documents within the specified time.

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 with 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.

**Pricing schedule:** The following is a schedule of the units of measure used in the Scope of Work of this solicitation:

**SY** = Square Yard      **LF** = Linear Feet      **EA**= Each  
**CY** = Cubic Yard      **TN** = Ton      **HR** = Hour  
**SF** = Square Foot

Total amounts are to be indicated on the bid form, based on the quantities indicated and the unit prices bid. The quantities shown on the bid form are approximations and are for comparing bids.

Each bidder shall include in the prices in their bid, the cost of all work and materials necessary to complete the project indicated in the Contract Documents, performed in full compliance with the specification requirements.

Attachments:

Contractor Registration  
Bidder's Check List  
Bid Bond Form  
Bid Proposal Form Scope of Work  
General Terms and Conditions - Invitation for Bids  
W-9: Identification Number and Certification  
Town's Vendor Registration/Update form  
Vicinity Map

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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.”

Contractor’s Licensure: The Town 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

The following documents and/or attachments must be completed and attached to all bids. Failure to attach all required documents may result in rejection of the bid.

Before submitted a bid, please make sure that you verify the following:

- Enclose two (2) sets of the Bid form (one marked original and one copy) with all handwritten sections completed.
- Bid Forms must be complete and have an original signature, preferably signed in blue ink.
- Bid must be returned in an envelope with bid number and name of bid printed on the front.
- Acknowledge in the bid any and all Addendums issued, manually sign each Addendum sheet, and submit it with bid.
- Erasures or other descriptive literature, brochures, and/or data must be initialed by the person signing the bid.
- Cover (First Page) of Invitation for Bid
- Bid Proposal Form Scope of Work
- Town of Berryville Vendor Registration/Update form
- W-9
- Certificate of Insurance
- Bid Bond
- Contractor License

Offerors are encouraged to:

- make and retain a separate copy of this bid package for their records, and
- enclose bid in a separate sealed envelope when placing it in the shipping company packaging, if applicable.

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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 of Work for Paving, Milling, and Line Striping.

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 \_\_\_\_\_, 20\_\_ for the Town Paving, Milling, and Line Striping Project.

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 60 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 \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_, 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.

ATTEST: Principal \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Corporate Secretary

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

(Corporate Seal) Principal \_\_\_\_\_