

Berryville - Clarke County
Government Center
101 Chalmers Court, Suite A
Berryville, VA 22611



[T] 540/ 955-1099
[F] 540/955-4524
[E] info@berryvilleva.gov
www.berryvilleva.gov

TOWN OF
BERRYVILLE
VIRGINIA

July 24, 2025

Stuart M. Perry, Inc.
117 Limestone Lane
Winchester, VA 22602

Please find attached the following documents related to the Town of Berryville's **Paving, Milling, and Line Striping IFB# 2025-03:**

Notice of Award dated July 24, 2025
Contract

Please acknowledge the Notice of Award and Clarification and return it to the Town along with an executed Contract.

With the documents enumerated above, please also provide the following:

Certificate of Insurance that complies with the Town of Berryville General Terms and Conditions for Major Construction (more than \$100,000) or Hazardous contracts

Hold Harmless Agreement that complies with the Town of Berryville General Terms and Conditions

Performance Bond

Payment Bond

Copy of Town of Berryville Business License

The documents requested in this correspondence must be received by the Town of Berryville no more than 10 days after the issuance of the Notice of Award. These documents are to be provided to Cindy Poulin, Director of Finance at 101 Chalmers Court, Berryville, VA 22611.

Harry Lee Arnold, Jr.
Mayor

Erecka L. Gibson
Vice Mayor

Council Members

William Steinmetz
Ward1

Diane Harrison
Ward2

Grant Mazzarino
Ward3

Ryan Tibbens
Ward4

Keith R. Dalton
Town Manager

Stuart M. Perry, Inc.
July 24, 2025
Page 2 of 2

If you have any questions, then please contact Mrs. Poulin at 540-955-1099 or treasurer@berryvilleva.gov.

Sincerely,

A handwritten signature in black ink, appearing to be 'Keith R. Dalton', with a long horizontal flourish extending to the right.

Keith R. Dalton
Town Manager

Cc: Director of Public Works
Director of Finance
Finance Clerk

Berryville - Clarke County
Government Center
101 Chalmers Court, Suite A
Berryville, VA 22611



[T] 540/955-1099
[F] 540/ 955 -4524
[E] info@berryvilleva.gov
www.berryvilleva.gov

TOWN OF
BERRYVILLE
VIRGINIA

NOTICE OF AWARD
Town of Berryville, Virginia
Paving, Milling, and Line Striping IFB # 2025-03

Date: July 24, 2025

To: Stuart M. Perry, Inc.
117 Limestone Lane
Winchester, VA 22602

The Town of Berryville, Virginia, having duly considered bids submitted on July 1, 2025 for the Paving, Milling, and Line Striping Project, and it appearing that your bid, under the bid form for performing the work is in the best interests of the Town of Berryville, the said base bid of \$ 344,262.50 * is hereby accepted.

** Scope reduced – see attached Clarification*

In accordance with the terms of the Contract Documents, you are required to execute the formal contract agreement and furnish the required construction performance and construction payment bond within 10 business days; Saturdays, Sundays and holidays excluded, from and including the date of receipt of this Notice of Award. In addition, you are required to furnish, at the same time, certificates of insurance evidencing compliance with all of the requirements for insurance stated in the Contract Documents. A letter shall accompany your certificates from your insurance company stating that the insurance certified meets the entire requirements of the Specifications.

The bid bond submitted with your bid will be retained until the contract agreement has been executed and until the required performance and payment bonds, together with the required certificates of insurance, have been furnished. 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 be forfeited as payment for loss by the Town caused by the delay and extra work occasioned.

You are required to return an acknowledged copy of the Notice of Award to the Town.

Dated this the twenty-fourth day of July 2025.

TOWN OF BERRYVILLE, VIRGINIA

A handwritten signature in black ink, appearing to read 'Keith Dalton', with a long, sweeping flourish extending to the right.

Keith Dalton, Town Manager

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged by Stuart M. Perry, Inc. this the _____ day of _____ 2025.

By: _____

Title: _____

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

THIS CONTRACT ("Contract") is entered into this _____ day of _____, 2025, by and between the Town of Berryville, Virginia ("Town"), a municipal corporation of the state of Virginia, and Stuart M. Perry, LLC ("Contractor").

WHEREAS, on June 3, 2025 the Town issued an Invitation for Bid for Paving, Milling and Line Striping IFB #2025-03 (the "IFB"). The work enumerated in the IFB is hereinafter referred to as "the Project"; and

WHEREAS, on July 1, 2025, Contractor submitted its response to the IFB ("Bid"); and

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

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

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

A. Contract Documents: The term "Contract Documents" means the following documents, which are attached hereto and incorporated herein by reference:

- This contract for the Paving, Milling, and Line Striping in the amount of \$ 344,262.50
- The Town's IFB
- Contractor's Bid
- Payment, Performance, and Warranty Bond
- Insurance Certificates
- Notice of Intent to Award dated July 10, 2025
- Notice of Award and Clarification dated July 24, 2025
- Notice to Proceed
- Change Orders.

B. Scope of Work: Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for the construction and completion of the Project in accordance with the Contract Documents.

C. Terms of Performance: Contractor will commence the work required by the Contract Documents after receipt of the Notice to Proceed, which Notice shall be provided within 1 calendar day of the Town's execution of this Contract. The Contractor agrees to fully complete the work enumerated in the scope of work before October 10, 2025, plus such extensions of time as may be granted by the Director in accordance with the Contract Documents.

D. Terms of Payment: The Town agrees to pay the Contractor for the full and satisfactory performance of all work required by this Contract the total sum of \$ 344,262.50 subject to additions and deductions as may be agreed upon in writing and/or provided for in the Contract, and after work is complete and has been accepted by the Town.

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

General Liability	See General Terms and Conditions: Major Construction
Damage to rented equip,	See General Terms and Conditions: Major Construction
Medical Expenses	See General Terms and Conditions: Major Construction
Personal Injury	See General Terms and Conditions: Major Construction
General Aggregate	See General Terms and Conditions: Major Construction
Products Liability	See General Terms and Conditions: Major Construction
Automobile Liability	See General Terms and Conditions: Major Construction
Umbrella Coverage	See General Terms and Conditions: Major Construction
Workers Compensation	By Virginia Statute

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

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

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

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

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

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

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

Town of Berryville, Virginia

Stuart M. Perry, Inc.

By:

By:

Keith Dalton, Town Manager

Printed Name, Title

Date: _____

Date: _____

Attest:

(If corporate entity) Attest:

Secretary

Hold Harmless Agreement

_____ (Legal name of business, exactly as it appears on Insurance Endorsement), hereinafter referred to as Contractor, shall defend and hold harmless, the Town of Berryville, Virginia, its officers, employees, agents, and representatives thereof, hereinafter referred to as Town, harmless from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect on behalf of the Contractor while completing tasks associated with IFB #2025-03.

Contractor shall further hold the Town harmless for any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

AGREED:

Contractor agrees to the terms of this hold harmless agreement.

By (signature): _____ Date: _____

Name (printed): _____

Title: _____

Address: _____
