



## **INVITATION FOR BID**

### **Renovation of James E. O'Brien Public Works Building IFB-001-2019**

The Town of Berryville will receive sealed bids at the Town's Business Office located in the Berryville-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611, until 11:00 a.m., local time, Wednesday, February 6, 2019 for the renovation of the James E. O'Brien Public Works Building located at 201 Tom Whitacre Circle. Bids received after the specified time will be returned unopened. All proposals must be provided and delivered in a sealed envelope marked "Renovation of Public Works Building" in accordance with the provisions of this Advertisement, Invitation for Bid, and other related documents collectively known and referred to as the Contract Documents. Bid opening will begin at 11:05 a.m. in the Main Meeting Room located on the 2<sup>nd</sup> floor of the Berryville-Clarke County Government Center, at which time all bids will be publicly opened and read aloud.

Bid packages must be addressed to the following:

Town of Berryville  
Attn: Renovation of Public Works Building  
101 Chalmers Court, Suite A  
Berryville, VA 22611

INSTRUCTION TO BIDDERS  
TOWN OF BERRYVILLE  
RENOVATION OF JAMES E. O'BRIEN PUBLIC WORKS BUILDING  
**IFB-001-2019**

1. **DEFINED TERMS**

Terms used in these Instructions to Bidders have the following meanings assigned to them. The term "Bidder" means one that submits a bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive bidder to whom the Town (based on the Town's evaluation as hereinafter provided) makes an award. The term "Contract Documents" includes the advertisement or Invitation For Bid, Instructions to Bidders, the Bid Form, the Proposed Contract Documents (including all Addenda issued before receipt of bids), Scope of Work and Related Requirements, the document titled "Berryville Public Works Renovation of Service Bay to Offices" dated **01/02/2019** consisting of twelve (12) pages (hereafter referred to as the "Plans"), Project Schedule, and any approved change order(s).

- 1.1 Whenever the word "Town" is used, it will mean the Town of Berryville, Virginia.
- 1.2 Whenever the word "Director of Public Works" is used, it will mean the Director of Public Works for the Town of Berryville or designee.

2. **BIDS**

The following provisions and conditions in filling out the bid form shall govern bidders.

- 2.1 Bids shall be made on the bid form with all items completed.
- 2.2 A bid that is qualified by the bidder by the attachment of unsolicited terms or conditions under which the bid is to be considered may be subject to rejection.
- 2.3 Each bid must be accompanied by a bid bond in the form of a cashier's check or checks payable to the Town of Berryville, Virginia in an amount of at least five percent of the total bid, or a bid bond in like amount, as a guarantee that if the Bid is accepted, the Bidder will execute a Contract Agreement for the work and furnish a construction performance bond in the full amount of the bid and a construction payment bond of 100 percent of the total bid, within seven (7) business days following receipt of the Notice of Award.
- 2.4 Before submitting a bid, the bidder shall carefully examine the Scope of Work, the Plans, Project Schedule, and other Contract Documents, and visit the site of the work in order to fully inform himself by such means as he may think necessary or desirable as to all existing conditions and limitations.

- 2.5 Each bid must be submitted in a sealed envelope marked "Renovation of Public Works Building" and delivered to the Town of Berryville, Virginia at the Town's Business Office located in the Berryville-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611, on or before the hour and date set in the bid advertisement. The sealed envelope containing the bid shall be marked on the outside to show the bidder's name, address, the title of the bid and the time and date of opening. There shall be one original (preferably signed in blue) and one copy. **There will be a public bid opening.**
- 2.6 Bids may not be withdrawn after the scheduled closing time for their receipt.

### 3. **INTERPRETATION OF DOCUMENTS**

It is the intent of the specifications and other Contract Documents that the Contractor furnishes all labor and materials, equipment and transportation necessary for the proper and complete execution of the work, unless specifically noted otherwise. Should a bidder find discrepancies in or omissions from the various documents, or should bidder be in doubt as to their explicit meanings, said bidder may submit to the Finance Clerk (financeclerk@berryvilleva.gov) a written request for an interpretation thereof. The Town will not discuss or respond to any requests or inquiries that are not in writing. Said written requests or inquiries shall be received by the Finance Clerk no later than 12:00 noon January 23, 2019. Any addenda or interpretation of the bid and/or proposed contract documents will be posted on the Town's website and emailed to each prospective bidder who has requested bid documents or has asked to be included on the list of those to receive any additional bid information. The Town will not be responsible for any other explanations or interpretations of the bid and/or proposed contract documents. Replies will be emailed and posted on the Town of Berryville website by the Finance Clerk by end of business on January 28, 2019.

### 4. **QUALIFICATIONS OF BIDDERS**

- 4.1 Bids will not be accepted from, nor contracts awarded to, any person, firm or corporation that is in arrears to the Town, or that are not fully qualified or able to perform the work.
- 4.2 Each bidder must satisfy the Director of Public Works as to the suitability and adequacy of his equipment, resources and as to his practical ability to perform the work set forth in these Contract Documents within the specified time.
- 4.3 Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

### 5. **WITHDRAWAL OF BID**

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

6. **AWARD OR REJECTION OF BIDS**

The contract will be awarded to the lowest fully qualified responsible bidder complying with these instructions to bidders and with the advertisement. The Town reserves the right to reject any and all bids or to waive any informalities or technicality in bids received if it appears that the best interests of the Town may thereby be served.

7. **BID BOND**

A bid bond in the amount of 5% of the total bid amount must be submitted with the bid.

8. **PERFORMANCE & PAYMENT BONDS**

The successful bidder will be required to submit Performance and Payment Bonds in the amount of 100% of the awarded contract amount.

9. **PAYMENT**

A Bond Claim waiver must be submitted satisfactorily to the Town before payment will be released.

10. **CONTRACT AGREEMENT**

The successful bidder shall execute the formal contract agreement and furnish a construction performance bond and a construction payment bond satisfactory to the Town within seven (7) business days following receipt of the Notice of Award. Failure to do so will be an adequate and just cause of annulment or cancellation of the award, and in such case, the bid bond or bid guarantee will become the property of the Town.

The Town of Berryville reserves the right to accept or reject any/all bids and to award the contract in the best interest of the Town of Berryville, Virginia.

TOWN OF BERRYVILLE, VIRGINIA

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Keith R. Dalton, Town Manager

THE TOWN OF BERYVILLE IS ACCEPTING SEALED BIDS FOR THE RENOVATION OF  
PUBLIC WORKS BUILDING

SCOPE OF WORK AND RELATED REQUIREMENTS

A. GENERAL SCOPE OF WORK:

The Town of Berryville maintains a Public Works Facility, including an office, at 201 Tom Whitacre Circle, Berryville, VA. The Public Works Department Office, which was built circa 1989, is in need of renovation and expansion.

The Contractor shall perform demolition and construction shown on the attached Plans (including specifications and schedules) in order to renovate and expand the finished space. The Plans in question are titled "Berryville Public Works Renovation of Service Bay to Offices" dated **01/02/2019** and consist of twelve (12) pages.

**A mandatory pre-bid conference will be held at 201 Tom Whitacre Circle on January 17, 2019 at 2:00 pm.**

The Contractor shall provide all labor, materials, supplies, equipment, and tools needed to complete the work represented on the Plans in accordance with Contract Documents

The Contractor shall provide the Director of Public Works with a minimum of 5 business days of notice prior to mobilization. The Contractor shall mobilize no later than March 25, 2019, unless otherwise approved in writing by the Director of Public Works.

The Contractor shall complete all work and secure a Certificate of Occupancy by May 20, 2019.

B. CODES AND STANDARDS:

The renovated space must comply with all permit requirements and the Plans (including specifications and schedules).

C. PERMITTING:

The Town will provide the Contractor with Plans (including specifications and schedules) needed to obtain required permits. The Contractor is responsible for securing all required building permits (including plumbing, electrical, and mechanical) and is responsible for the cost thereof.

D. SITE WORK:

There is no site work required in this project.

E. INSTALLATION:

Provision and installation of all fixtures represented on the Plans shall be the responsibility of the Contractor, unless otherwise noted.

#### F. PROTECTION OF PROPERTY/PROPERTY CONDITIONS:

1. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the Town.
2. Contractor shall notify the Town's representative of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs.
3. Contractor shall be responsible for securing all work areas to be safe.
4. Access:
  - a. Site: Contractor will be provided with a code that will open the Public Works Facility entrance gate. Contractor is responsible for limiting access to the code to supervisors. Contractor shall inform the Town immediately if the code has been lost, stolen, improperly shared, or compromised in any way. In the event the Town determines that it is in its best interest to revoke Contractor's gate access authorization, it may do so at any time without notice.
  - b. Building: Contractor will be provided a key to the door labeled as Door 2 on page D100 on the Plans. Contractor may access the building via Door 2 and the bay door for Service Bay 1 (also identified on page D100 of the Plans). Town personnel will gain access to the remainder of the Public Works Building via Door 1 and the interior door just to the left of Door 1. Contractor and Director of Public Works will coordinate work on Door 1 to ensure Town personnel access to the remainder of the building.

#### G. SAFETY:

1. The Contractor shall be responsible for the safe conduct of his/her employees and/or subcontractor(s), collectively hereafter referred to as Personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set forth by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.
2. A portable toilet shall be provided by the Contractor for use by Contractor's Personnel. Said portable toilet shall be serviced per OSHA requirements and waste hauled to an authorized treatment facility.
3. The method by which the Contractor heats Service Bay 1 and the project area shall be approved by the Director of Public Works.

#### H. PERSONNEL:

1. Contractor shall be responsible for the appearance of all working Personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All Personnel of the Contractor shall be considered to be, at all times, the sole Personnel of the Contractor, under the Contractor's sole direction, and not Personnel or agent of the Town. The Contractor shall supply competent and physically capable Personnel and the Town may require the Contractor to remove any Personnel it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town. The Town shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its Personnel refrain from smoking in Town buildings.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

#### I. STORAGE OF MATERIALS:

1. Contractor shall be responsible for storing and securing of all materials and/or equipment. No materials or equipment may be stored outside of the approved staging area without written approval of the Director of Public Works.
2. The area identified on the Plans as Service Bay 1, may be utilized for storage of materials and equipment; provided that interior access to the Town's bays to the south is not blocked and allows for walking traffic. Further, as a part of this offering, the Town has provided a sketch plan of the Public Works Facility, on which the area that may be used by the Contractor for material storage, equipment storage, parking, and dumpster siting is identified. This sketch plan provides the general location of the area that may be used; however, the Contractor and the Director of Public Works will identify the area with more precision prior to the commencement of work.
3. At no time may the Contractor block access to the any part of the Public Works Building; except the area being renovated and the area identified on the Plans as Service Bay 1.

#### J. DISPOSAL OF WASTE:

1. The Contractor shall be responsible for the disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. Town dumpsters or trash receptacles are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

2. Any and all dumpsters or refuse containers provided by Contractor shall be located in an area approved by the Town and properly maintained throughout the project (See Section I)
3. Contractor must obtain written permission from Director of Public Works to locate any dumpster larger than ten (10) yards in capacity.

K. HOURS OF WORK:

1. The Contractor will perform all work Monday through Friday from 7:00 AM to 3:30 PM (except holidays recognized by the Town). During the anticipated contract period, there is only one "Town Holiday" not regularly recognized in the Commonwealth of Virginia. The Town will close at noon on May 3, 2019.
2. Requests for extended working hours may be made to the Director of Public Works. No such work may occur without the written approval of the Director of Public Works.

L. WARRANTY:

The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Berryville by any other clause of this solicitation. **A copy of this warranty shall be furnished with the bid.** At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the Town of Berryville in writing. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the Town of Berryville's satisfaction.

M. DELIVERY OF MATERIALS AND EQUIPMENT:

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

## TERMS AND CONDITIONS

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

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

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

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

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

**ETHICS IN PUBLIC CONTRACTING:** By submitting their bid, 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 bid, 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 bid, 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 AND RFPs:** 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.

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

To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) 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/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Town further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Town that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

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

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

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

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

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, and 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.

**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. 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.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Berryville, Virginia must be named as an additional insured and so endorsed on the policy.

(Note to Purchaser: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability.)

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits		
Accounting aggregate	\$1,000,000	per occurrence,	\$3,000,000
Architecture aggregate	\$2,000,000	per occurrence,	\$6,000,000
Asbestos Design, Inspection, Abatement Contractor aggregate	\$1,000,000	per occurrence,	\$3,000,000
Insurance/Risk Management aggregate	\$1,000,000	per occurrence,	\$3,000,000
Landscape/Architecture aggregate	\$1,000,000	per occurrence,	\$1,000,000
Legal aggregate	\$1,000,000	per occurrence,	\$5,000,000
Professional Engineer aggregate	\$2,000,000	per occurrence,	\$6,000,000
Surveying aggregate	\$1,000,000	per occurrence,	\$1,000,000

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless Town has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

# PROPOSAL

## RENOVATION OF PUBLIC WORKS BUILDING

\$ \_\_\_\_\_

\_\_\_\_\_ dollars \_\_\_\_\_ cents

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL \_\_\_\_\_

\_\_\_\_\_

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

***THIS FORM MUST BE USED FOR BID PROPOSAL***

## REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: \_\_\_\_\_

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

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

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

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

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

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

***THIS FORM MUST BE INCLUDED WITH BID PROPOSAL***



**Town of Berryville**  
**Vendor Registration/Update**

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.**

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**For Town Office Use Only**

Certificate of Insurance Required: \_\_\_\_\_ Yes \_\_\_\_\_ No

Contractor's License Required: \_\_\_\_\_ Yes \_\_\_\_\_ No



# Public Works Building Office Expansion Project Schedule

12/19/2018

Pre-bid:	1/17/2019	2:00 pm
Inquiries due:	1/23/2019	noon
Answers to inquires due:	1/28/2019	5:00 pm
Bids due:	2/6/2019	11:00 am
Bid award:	2/13/2019	5:00 pm
Notice to proceed"	2/25/2019	5:00 pm
Contractor on site no later than:	3/25/2019	
To be completed/CO issued by:	5/20/2019	

The Town reserves the right to modify this schedule at any time.



# TOWN OF BERRYVILLE BIDDER'S CHECK LIST

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

**Before sending in your bid, please make sure you have completed all of the following:**

\_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

\_\_\_\_\_ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

\_\_\_\_\_ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

\_\_\_\_\_ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

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

## FORMS

\_\_\_\_\_ Proposal

\_\_\_\_\_ Town of Berryville Vendor Registration/Update Form

\_\_\_\_\_ W-9

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Bid Bond

\_\_\_\_\_ Licensure(s)

\_\_\_\_\_ References

\_\_\_\_\_ **PLEASE INITIAL**