

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



[T] 540/955-1099  
 [F] 540/955-4524  
[\[E\] financeclerk@berryvilleva.gov](mailto:financeclerk@berryvilleva.gov)

[www.berryvilleva.gov](http://www.berryvilleva.gov)

ISSUE DATE: July 16, 2019	INVITATION FOR BID: #03-19	TITLE: Concrete: New Installation and Repair
DEPARTMENT: Public Works	DUE DATE/TIME: September 3, 2019 @ 2:00 PM	CONTRACT SPECIALIST: Heather Halterman

**Bids** - In accordance with the following and in compliance with all terms and conditions, unless noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Town of Berryville the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Town of Berryville 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, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

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**NAME AND ADDRESS OF FIRM:**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Address 1

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Address 2

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 City                      State      Zip

\_\_\_\_\_  
 E-Mail Address

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the Special Provisions, Technical Specifications, General Terms and Conditions, and Pricing Schedule.

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

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Sealed bids subject to terms and conditions of this invitation will be received by the Town of Berryville at 101 Chalmers Court, Suite A, Berryville, Virginia 22611 on the due date and time specified, and then publicly opened and read.

INVITATION FOR BID  
TOWN OF BERRYVILLE  
CONCRETE: NEW INSTALLATION AND REPAIR

SPECIAL PROVISIONS

**SCOPE:** The purpose of this solicitation is to establish a term contract(s) with a qualified contractor(s) to Repair, Replace and Install New Concrete Surfaces including, but not limited to sidewalks, curbs, gutters, steps, ramps, curb cuts, footings, retaining walls and miscellaneous concrete related work for the requirements listed in this solicitation.

**RECEIPT AND OPENING OF BIDS:** Sealed bids will be received until **Tuesday, September 3, 2019 at 2:00 PM**. All bids are to be addressed, labeled, and delivered by the date and time specified.

**Concrete: New Installation and Repair Closing 09/03/19 @ 2PM**

Town of Berryville  
Berryville-Clarke County Government Center  
101 Chalmers Court, Suite A, First Floor  
Berryville, Virginia 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.

All bids will be publicly opened ten (10) minutes 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, at the same address. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

**PRE-BID CONFERENCE, QUESTIONS, ADDENDUM:** A pre-bid conference is scheduled at the following time and location.

**Tuesday, August 13, 2019 at 2:00 PM**

Berryville-Clarke County Government Center  
Main Meeting Room, Second Floor  
101 Chalmers Court  
Berryville, VA 22611

While attendance at this conference will not be a prerequisite to submitting a proposal, bidders who intend to submit a bid are encouraged to attend. It is recommended to bring a copy of the solicitation with you.

All questions pertaining to this IFB should be submitted in writing to the contract specialist, Heather Halterman, Finance Clerk at [financeclerk@berryvilleva.gov](mailto:financeclerk@berryvilleva.gov) **prior** to the pre-bid conference, no later than **Monday, July 29, 2019 by 2:00 PM**. Any answers to questions relative to interpretation of specifications or the proposal process will not be binding on the Town, unless issued by an addendum to this solicitation.

Attendees requiring special services are asked to provide their requirements to the contract specialist at (540) 955-1099. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

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Any changes resulting from this conference will be issued in a written addendum to the solicitation. All questions and responses, in the form of an addendum, will be posted on the Town website and eVA no later than **Friday, August 16, 2019 by 5:00 PM.**

Town Website - <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities>

eVA - <https://eva.virginia.gov>

Please note, that it is the Bidders' responsibility to check these sites frequently for addenda, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return all addenda with Bidder's response may result in disqualification of award.

**PERIOD OF CONTRACT:** The period of this contract shall be from the date of the award through June 30, 2020.

Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the Finance and Administration department. The Town reserves the right to renew the contract for three (3) additional one (1) year periods. This contract may be renewed at the expiration of its term by agreement of both parties.

The obligation of the Town to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Town of Berryville Town Council to satisfy payment of such obligations. The Town's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the Town will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The Town will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Town Council. However, the Town's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**PRICES AND PRICE ADJUSTMENT:** All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

Labor rates specified by the Bidder shall include all direct and indirect overhead costs including but not limited to transportation of workers, material acquisition, handling and delivery, movement of contractor owned or rental equipment, project supervision, and general and administrative cost, etc. and must be included in the labor rates of the bid. Labor rates will be paid on the basis of time at the site.

The successful Bidder may be required to provide materials, equipment rental, and subcontractors to fulfill the requirements of the contract. If the successful Bidder provides materials, equipment rental or subcontractors, the Contractor will invoice all materials, equipment rental, and/or subcontractors based on the actual cost. No additional costs of any kind will be allowed.

**The Contractor shall make every attempt to obtain the lowest prices for materials, rental equipment, and subcontractors.**

The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Finance and Administration Department. Upon receipt of the Contractor's request, the Town shall make determination to approve or adjust the requested price increase based upon its investigations

## Special Provisions

and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The request for a change in the unit price shall include as a minimum,

1. The cause for the adjustment;
2. Proposed effective date; and,
3. The amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.).

The request must be received at least (thirty) 30 days prior to the effective date and shall become effective only upon approval by the Town Manager. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via Town Purchase Order, shall be considered to have been received by the Contractor after the fifth (5<sup>th</sup>) calendar day following the date of issuance. The Town Manager may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

**PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:** Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.

The quantities specified in this solicitation are *estimates only*, and are given for the information of Bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

**RESPONSE TIME OF PERFORMANCE:** The time necessary to perform each work job ordered will be mutually agreed upon after carefully reviewing the work location, amount of work involved, etc.

The Town requires that all routine work be scheduled and started no later than ten (10) calendar days from the date of notification by Town personnel, unless otherwise agreed upon at the time of notification to proceed. Response time for emergency work is required within two (2) calendar days after notification. Bidder will indicate their Response Times on Pricing Schedule **IF** different than ten (10) days for routine work and two (2) days for emergencies. Where no response times are entered, it is understood that routine work will be scheduled and started no later than ten (10) days after the notification to proceed, and two (2) days after notification for emergency work.

The date(s) and place(s) of the required work under this contract shall be agreed upon between the Director of Public Works (Director) and the Contractor at the time the order is placed, if other than the required time indicated on the Pricing Schedule. The Contractor shall advise the Director a minimum of **seven (7)** working days in advance of the date work is to commence.

Estimates, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed to by the requesting agency. Estimates shall be furnished by the Contractor at no charge and are to be considered an overhead cost to be included in the bid amounts.

Bidders shall indicate, on the Pricing Schedule, a contact person's name and telephone number for normal Town working hours, 7:00 a.m. – 6:00 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal Town working hours, nights and weekends, the bidder shall list on the Pricing Schedule a contact person and telephone number or have a voicemail paging system or answering service. Bidder using a voicemail system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

## Special Provisions

No work will be permitted on Saturday, Sundays or holidays unless approved in advance by the Director.

**QUOTATION LIMITATION:** Bidders shall offer only ONE ITEM AND PRICE for each line item bid.

**SUBMISSION OF BIDS:** Each Bidder must use the attached Pricing Schedule to submit their bid. Bidders must enter unit price for all line items within each Part in order to be considered for an award. **All Bidders must return two (2) copies of the Cover Sheet, duly signed, two (2) copies of Appendix B, and two (2) copies of any issued Addendums, keeping all remaining pages for your files.** By executing the Cover Sheet, the Bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be mailed or hand delivered to the following location:

Town of Berryville  
101 Chalmers Ct., Ste. A  
Berryville, VA 22611

All bids shall be submitted in a sealed envelope or package with the bid number, title, and the Bidder's name and address on the outside of such envelope or package.

**BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER, unopened.**

Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda MUST be signed and accompany the bid. Notice of addenda will be posted on eVA and the Town website Bid Opportunities webpage. Bidders are responsible to monitor the webpage for the most current addenda at <http://www.berryvilleva.gov/2211/Bid-Procurement-Opportunities>.

**BID EVALUATION/CONTRACT AWARD:** In order to be considered for an award, Bidders must bid on **ALL** line items on the Pricing Schedule. Bids will be evaluated on the basis of a firm fixed price. Contract(s) will be awarded in the aggregate to the Bidder(s) meeting the requirements listed in this Invitation for Bid.

The Town also reserves the right to make Primary, Secondary and Tertiary awards to fulfill the anticipated requirements.

Award(s) is/are contingent upon Town Council approval, scheduled to be voted on at the September Town Council meeting, **Tuesday, September 10, 2019 at 7:30 PM.**

The Town reserves the right, with twenty-four hours' notice, to inspect the Bidder's premises to evaluate equipment and support facilities.

**CONTRACT FOR ADMINISTRATION:** In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space provided on Appendix B.

**VENDOR REGISTRATION:** Bidders must submit with their bids a W-9: Identification Number and Certification and the Town's Vendor Registration/Update form.

**BID BOND:** A bid bond in the amount of 5% of the total bid amount must be submitted with the bid.

## Special Provisions

**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.

**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.

**METHOD OF ORDERING:** The Town may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved Town procurement cards (P-Cards).

A Purchase Order (PO) may be issued to the Contractor for the items/services covered under this contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

Procurement Card orders and payments may also be made by the use of Town Procurement Cards. The Procurement Card is currently a VISA. Contractors are encouraged to accept this method of receiving orders.

Regardless of the method of ordering used, solely the contract and any modification determine performance time and date.

Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the Director.

**CORRESPONDENCE:** All communications between the parties relating to material contractual issues shall be through the Finance and Administration Department.

**ADDITIONS/DELETIONS:** The Town reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The Town and Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

**CANCELLATION OF ORDERS:** Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The Town reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

**EMERGENCY PURCHASES:** Should the Contractor be unable to furnish the required item within the period of time specified in the contract; the Town reserves the right to make emergency purchases from other sources.

## Special Provisions

**RECORD OF SERVICE/WORK TICKETS:** Work performed, under this contract, shall be supported by the Contractor's service/work ticket. Work tickets shall be on the Contractor's format as approved by the Finance Clerk.

Each job ticket shall reflect the daily work activity to include time of arrival and departure. If the work is performed at the Town site, the work ticket shall be authenticated daily by a Town employee, at the job site, and a copy provided to the authenticating employee. The Contractor's work ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order Number
3. Date of Service
4. Time of arrival and departure/start and stop times
5. Detailed description of work done
6. Itemized list of materials-and rental equipment furnished at the job site
7. Quantity, unit price and extension of each item, and total, in accordance with the contract
8. Name of authorized representative ordering the service
9. Name of Town representative receiving the service
10. Contract Number

In all instances, the Contractor will prepare a Service/Work Ticket, whether delivery is made by the Contractor or pick up is made by a Town representative at the Contractor's place of business. The Contractor's Work Ticket will be signed, by the Town representative, with a copy being retained by the Contractor.

**INVOICING PROCEDURE:** The Contractor shall submit a Summary Invoice once each month, listing the Service/Work Ticket numbers covering work performed during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Work Ticket.

The Contractor will invoice all materials, specialized rental equipment and subcontractors based on the actual cost of the materials, equipment rental or subcontractors.

The Contractor will invoice all materials based on the actual cost. Invoices which include material charges shall be accompanied by supplier's invoices to substantiate costs to Contractor.

The invoice shall contain the applicable Purchase Order number.

**PERMITS AND LICENSES:** The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense to the Town. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the worker, the public, and the property of others. The Contractor is also responsible for all material delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

The Contractor shall obtain a Town Business License as required by Town Code.

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

Special Provisions

**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, 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 as 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, the bidder is required 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, the bidder is required to be licensed as a "CLASS C CONTRACTOR".

The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, 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 \_\_\_\_\_

**REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

1. The firm is financially solvent and that the manager is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished; and
2. That Contractor is familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed, including but not limited to any special acts relating to the work or to the project of which it is a part; and
3. That such temporary and permanent work required by the contract documents as is to be done by the Contractor can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
4. That Contractor has carefully examined the plans, the specifications and the site of the work and that from the Contractor's own investigations, he/she has satisfied themselves as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

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**GENERAL REQUIREMENTS:** At the work site, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable to the Director and shall be one who can be continued in that capacity for the particular job involved, unless he/she ceases to be on the Contractor's payroll.

The Contractor shall not act on requests or take direction from anyone except the Director or designated representative.

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

The Contractor is responsible for notifying "Miss Utility" forty-eight (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 of Berryville "Locally Owned" utilities or irrigation systems. It is the responsibility of the Contractor to notify the Director or designated representative, ahead of any work performed, that this coordination and locating service is necessary.

Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required in accordance with 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.

Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required in accordance with the most current edition of the Town of Berryville Construction Standards and Specifications, and Material Specifications. A copy can be obtained at the Town Business Office or requested from the contract specialist.

In the event there is contradiction between VDOT and Town specs referenced above, the more stringent specifications shall govern, unless otherwise deemed by the Director.

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, and Town owned parking lots, and roadways to safely direct traffic (both vehicular and pedestrian) around the work areas.

The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner. If subcontractors are to be utilized, they must meet the same qualifications and adhere to the same standards as the Contractor and will remain the Contractor's responsibility.

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

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' experience.

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Off-street parking control, the Contractor will provide and post "No Parking" signs in appropriate locations as approved by the Director and deliver notices to individual residences regarding parking restrictions forty-eight (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.

Contractor shall coordinate work so that there is not a conflict for Town trash removal. If such work should be in progress on a regularly scheduled trash removal day, Contractor will provide the trash removal contractor access to regular route and trash toters.

Should Contractor require water to complete the project, Contractor is responsible for acquisition of their own water source, unless otherwise directed by Director.

**PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this contract. 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.

Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or substandard conditions and report in writing, to the Director any damages found prior to any work at the site.

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

After the completion of the project, all property including but not limited to, roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition or better at the time of the *Notice to Proceed*.

The Contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, all rubbish, tools used for work and surplus materials shall be removed from and about the premises and adjacent areas, and the area shall be "broom cleaned" and ready for use. In case of a dispute, the Town may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Director shall determine to be fair and equitable.

**STANDARD PRODUCTS:** All materials, supplies, and articles furnished shall be the standard products of recognized reputable manufacturers, as specified and otherwise practicable. The standard products of manufacturers other than those specified, will be accepted when it is proved to be the satisfaction of the Director, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the detail and dimensions indicated on the drawings, for the substitution of standard products other than those provided for, shall be made as approved by the Director and at the expense of the Contractor.

**ALL WORK SUBJECT TO CONTROL OF DIRECTOR:** In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Director and shall perform to the satisfaction of the Director and at such times and places, by such methods and in such manner and sequence as he may require. The Director shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra

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work orders and shall decide all other questions in connection with the work. The Contractor shall employ no plans, equipment, materials, methods or person to which the Director objects and shall remove no plant, material, equipment or other facilities from the site of the work without the Director's permission. The Director shall confirm in writing, or oral order, direction, requirement or determination.

**DIRECTOR CONTROL NOT LIMITED:** The Town's Director will control the work under the contract. The Contractor must perform all the work to the complete satisfaction of the Director. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the method of work performance are examples, only. The Contractor should not assume that the Director's direction is limited to those items only but applies to all work performed under the contract.

**INCOMPETENT OR DISORDERLY EMPLOYEES:** If any person employed on the work by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Director, and shall not again be reemployed (on subject project) except on written consent of the Director.

**WORKMANSHIP:** Only first-class work shall be performed, and all materials furnished in carrying out this contract and shall be of character and quality required by the specifications. Such work or materials shall be the best of their respective kinds, where no standard is specified. Any unsatisfactory work done, or materials furnished shall be immediately removed by whatever time the inferior work or materials may be discovered.

If the Contractor neglects or refuses to remove such unsatisfactory work or materials within forty-eight hours after the receipt of notice, or satisfactory progress is not made in doing so, the Director may effect removal of the inferior work or materials and the expense shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Town perfect and complete in satisfactory working condition.

**CHANGES AND ALTERATIONS:** The Town reserves the right to make alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgement of the Director appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Town.

**NECESSARY DETAILS NOT SPECIFICALLY MENTIONED:** Any and all work that may be called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated. The Contractor shall furnish all required work or material which is not denoted in the plans and specifications either directly or indirectly, but which is necessary for the project.

**WEATHER CONDITIONS:** In the event of temporary suspension of work or during inclement weather, or whenever the Director shall direct, the Contractor will require any subcontractors to protect carefully all materials and work against damage or injury from the weather. If, in the opinion of the Director, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to protect his/her work and materials, it shall be removed and replaced at the expense of the Contractor.

**EXAMINATION OF DEFECTIVE WORK:** If required by the Director under execution of this contract, the Contractor shall at any time pull down or undo any part of the work and make such openings as may be required and enable the Director to make proper inspection and Contractor shall make good again the work so pulled down, undone or opened to the Director's satisfaction. If the work is found

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faulty, in any respect the whole of the expenses incurred shall be incurred by the Contractor, but if the work be found not faulty by the Director, the expenses thereby incurred shall be incurred by the Town.

**REJECTION OF INFERIOR MATERIAL:** An inspection and approval of the materials by the Director shall not in any way subject the Town to pay for any portion of the materials, even if said materials, incorporated in the work, turn out to be unfit. Such inspection shall not be considered as any waiver of objection to the work on account of the unsoundness of the material used.

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

**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.

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.

## Technical Specifications

Work performed under this contract shall include repair, replacement and installation of new concrete surfaces including, but not limited to sidewalks, curbs, gutters, ramps, curb cuts, footings, retaining walls and miscellaneous concrete related work in accordance with the specifications shown below.

### 1. CONCRETE MATERIALS:

- A. Provide concrete to the following criteria:
  - a. Compressive Strength – 28 days, minimum 3,000 psi
  - b. Slump – 1 to 5 inches
  - c. Air Content (%):  $6 \pm 2$
- B. Concrete Mix
  - a. Non-exposed aggregate – VDOT Class A-3 (General Use Concrete)
  - b. Exposed aggregate – approved VDOT concrete mix design meeting ADA requirements
    - 1. Water Repellant: Exposed aggregate to receive one application of CHEMTRETE BSM 40 VOC, or equal.
- C. Admixtures – as approved by the Director of Public Works (Director)
  - a. Use accelerating admixtures in cold weather, only when approved by the Director. Use of admixtures will not relax cold weather placement requirements.
  - b. Use set retarding admixtures during hot weather only when approved by the Director.
- D. Use calcium chloride only when approved by the Director.

### 2. ACCESSORIES, JOINT DEVICES & FILLER MATERIAL:

- A. Vapor barrier – clear polyethylene film, 6 ml, below grade application.
- B. Joint filler – asphalt impregnated fiberboard or felt, ½ inch thick, ASTM D1751 or ASTM D994
- C. Sealant and Primer – as directed by the Director.

### 3. WORKMANSHIP: All work shall be performed in accordance with American Concrete Institute (ACI) 301 and current VDOT Road and Bridge Specifications. Work performed which does not conform to the required lines, details, dimensions, tolerances or specifications included in this contract will be determined defective and will be required to be removed and replaced at no additional cost to the Town.

### 4. EXAMINATION:

- A. Contractor must verify work site conditions.
- B. Contractor must verify the requirements for concrete cover over any reinforcements.
- C. Contractor must verify that anchors, seats, plates, reinforcements and other items to be cast into the concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

### 5. PROJECT RECORDS:

- A. Contractor shall accurately record actual locations of embedded utilities and components which are concealed from view. Note: It is the Contractor's responsibility to notify "Miss Utility" forty-eight (48) hours prior to digging.
- B. Contractor shall call in a private utility locating company when deemed necessary by the Director to locate Town owned utilities in affected work area. The private utility locating contractor will be billed as subcontractor to the Town with all terms of a subcontractor being met such as: pre-approval of the subcontractor's price prior to work and a copy of the subcontractor's invoice to accompany the contractor's invoice a backup documentation.

6. PREPARATION:

- A. Coordinate the placement of joint devices with the erection of concrete form work and the placement of the form accessories.
- B. Prepare previously placed concrete by cleaning with a steel brush and applying a bonding agent in accordance with the manufacturer's instructions.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

7. PLACING OF CONCRETE:

- A. Notify the Director a minimum of twenty-four (24) hours prior to commencement of operations.
- B. Before the concrete is placed:
  - a. Subgrade shall be graded level and compacted with a pneumatic hand tamper.
  - b. A four (4) inch layer of base stone (VDOT – type 21 A) shall be placed and compacted with a pneumatic hand tamper.
- C. When suitable material is present, the Contractor shall notify the Director before proceeding. Any additional removal (undercutting) of material will be paid as outlined in the Pricing Schedule.
- D. Ensure that reinforcements, inserts, embedded parts, formed joint fillers and joint devices are not disturbed during concrete placement.
- E. Repair vapor barrier damaged during placement of concrete reinforcing. Lap over damaged areas a minimum of 6 inches and seal watertight.
- F. Install joint devices, fillers, primers and sealants in accordance with the manufacturer's instructions.
- G. Separate slabs on grade from vertical surfaces with ½ inch thick joint filler.
- H. Extend joint filler from bottom of slab to within ¼ inch of finished slab surface.
- I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- J. Place concrete continuously between predetermined expansion, control and construction joints.
- K. Do not interrupt successive placement; do not permit cold joints to occur.
- L. Saw cut joints where required and 24 hours after placing. Using a 3/16-inch blade, cut joint to ¼ inch depth.
- M. Screen floors and slabs on grade level maintaining a maximum ¼ inch in 1-foot cross slope.
- N. Steel trowel and broom finish surfaces.

8. CURING:

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical damage. Method of curing to be coordinated with the Director.
- B. Maintain the concrete with minimal moisture loss at a relatively constant temperature for a period necessary for proper hydration of cement and hardening of concrete.
- C. Proper protection must be taken when temperatures will dip below freezing during the curing process such as but not limited to blankets, polyethylene and straw.
- D. Curing compounds shall be used on all concrete pours with the exception of curbs that are slated to be painted such as curbs in fire lanes.

9. PROTECTION:

- A. The Contractor shall take the necessary precautions and shall provide any necessary notification to prevent damage to property caused by execution of this contract.
- B. The Contractor shall protect the public from any damage due to his operations. Excavated

## Technical Specifications

concrete, stone or dust shall be removed as work progresses.

- C. The Contractor shall provide all necessary barriers, guards, etc. to protect **pedestrians** from work areas.

### 10. REMOVAL OF FORMS & PATCHING:

- A. Form removal shall be in accordance with the current VDOT Road and Bridge Specifications, or as directed by the Director.
- B. Allow Director to inspect concrete surfaces immediately upon removal of forms.
- C. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify the Director upon discovery.
- D. After the concrete has set sufficiently, all edges around the concrete, sidewalks, curb & gutter, ramping, etc., shall be backfilled, or as directed by the Director.
- E. Contractor is not to patch, fill, touch-up, repair or replace exposed concrete except upon written direction from the Director.

### 11. SITE CLEANUP AND RESTORATION:

- A. All waste and foreign materials shall be removed and properly disposed of by the Contractor. The entire work area is to be left in a neat and presentable condition.
- B. Where asphalt has been removed for construction, the Contractor shall be responsible to make repairs using an approved "hot mix" asphalt or as directed by the Director.
- C. All areas requiring backfill are to be fully compacted and graded to facilitate runoff of storm water. Seed or sod is to be applied to all excavated areas at the direction of the Director. The method of payment for areas requiring unusual access, grading and or equipment requirements is indicated in the Pricing Schedule.

## **Town of Berryville**

### **General Terms and Conditions – Invitations for Bids**

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, 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**EMPLOYMENT DISCRIMINATION PROHIBITED:** 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 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.

TOB General Terms and Conditions – Invitations for Bid

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. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**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. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**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. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**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. He 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 Municipal League. 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)
- \$2 million General Aggregate that applies on a per project basis
- \$2 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/\$2,000,000 Annual Policy Aggregate

**Minor Construction Contracts (\$99,999.99 or less):**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 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

**Employers 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 Hazardous contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 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

**Employers 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. Important if designing or consulting is performed).

**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)
- \$2 million General Aggregate that applies on a per project basis
- \$2 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

**Employers 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**-\$2,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

**Design Professional Services and Surveyors contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on a per project basis
- \$2 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

**Employers 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**-\$2,000,000 each (CGL/AL/EL) occurrence/\$2,000,000 Annual Policy Aggregate

The Town shall be a 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 Worker's 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 an 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) 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
- F) 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.

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract.

- A. Town of Berryville Cover Sheet
- B. Special Provisions & Technical Specifications
- C. Appendix A (General Terms and Conditions)
- D. Appendix B (Pricing Schedule)

CONTACT FOR ADMINISTRATION

NAME: \_\_\_\_\_

ADDRESS: (Office) \_\_\_\_\_

TELEPHONE/FAX: (Office) \_\_\_\_\_

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

PAY TO ADDRESS: (If different from Firm address on Cover Sheet)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRICING SCHEDULE**

**CONCRETE: REPAIR, REPLACE, AND NEW INSTALLATIONS**

**PRE-INSTALLATION:** Concrete shall be placed on a properly prepared sub-grade with 4 inches of compacted 21A base stone. **Where existing 21-A sub-base is utilized, there will be a 15% reduction to the cost of the pour for that area.**

Unit quantities shall be cumulative per job address unless waived in writing by the applicable department.

The following is a schedule of the units used in the Pricing Schedule of this solicitation:

- SY = Square Yard
- EA = Each
- TN = Ton
- LF = Linear Feet
- CY = Cubic Yard
- HR = Hour

Prices quoted for each line item shall include overhead, profit, taxes, insurance and all other applicable fees and costs. **Bidders MUST bid on all line items to be considered for award.**

NOTE: The Contractor will invoice all materials, specialized equipment rental or subcontractors, based on the actual cost of the material, equipment or subcontractors. No additional costs of any kind will be allowed. Invoices shall be accompanied by service/work tickets.

The quantities specified in this solicitation are estimates only, and are given for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

**PART 1: CONCRETE, REPLACEMENT**

**Section A. LINE ITEMS 1-33, REPLACEMENT OF EXISTING CONCRETE**

Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.

Remove and Replace Concrete Walk, 4 inch thick					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Project size: 1 - 25 square yards	100	SY	\$	\$
2	Project size: 26 - 50 square yards	100	SY	\$	\$
3	Project size: 51 - 100 square yards	100	SY	\$	\$
4	Project size: 101 + square yards	100	SY	\$	\$
Remove and Replace Concrete Walk, 4 inch thick, Exposed Aggregate Finish					
5	Project size: 1 - 25 square yards	100	SY	\$	\$
6	Project size: 26 - 50 square yards	100	SY	\$	\$
7	Project size: 51 - 100 square yards	100	SY	\$	\$
8	Project size: 101 + square yards	100	SY	\$	\$

### PRICING SCHEDULE

<b>Section A. LINE ITEMS 1-33, REPLACEMENT OF EXISTING CONCRETE, continued</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
Remove and Replace Curb and Gutter, 4 inch thick, (VDOT standard GC-7, latest revision)					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
9	Project size: 1 - 25 linear feet	100	LF	\$	\$
10	Project size: 26 - 50 linear feet	100	LF	\$	\$
11	Project size: 51 - 100 linear feet	100	LF	\$	\$
12	Project size: 101 + linear feet	100	LF	\$	\$
Remove and Replace Curb and Gutter, 6 inch thick, (VDOT standard GC-6, latest revision)					
13	Project size: 1 - 25 linear feet	100	LF	\$	\$
14	Project size: 26 - 50 linear feet	100	LF	\$	\$
15	Project size: 51 - 100 linear feet	100	LF	\$	\$
16	Project size: 101 + linear feet	100	LF	\$	\$
Remove and Replace Curb and Gutter, 4 inch thick, (VDOT standard GC-3, latest revision)					
17	Project size: 1 - 25 linear feet	100	LF	\$	\$
18	Project size: 26 - 50 linear feet	100	LF	\$	\$
19	Project size: 51 - 100 linear feet	100	LF	\$	\$
20	Project size: 101 + linear feet	100	LF	\$	\$
Remove and Replace Curb, Standard 6 inch, (VDOT standard GC-2, latest revision)					
21	Project size: 1 - 25 linear feet	100	LF	\$	\$
22	Project size: 26 - 50 linear feet	100	LF	\$	\$
23	Project size: 51 - 100 linear feet	100	LF	\$	\$
24	Project size: 101 + linear feet	100	LF	\$	\$

## PRICING SCHEDULE

<b>Section A. LINE ITEMS 1-33, REPLACEMENT OF EXISTING CONCRETE, continued</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
25	Remove and Replace Concrete Steps (Poured in place per CY)	100	CY	\$	\$
26	Remove and Replace Handicap Curb Cut, 4 inch (CW-1), with Broom Finish	100	EA	\$	\$
27	Remove and Replace Handicap Curb Cut, 4 inch (CW-1), with Exposed Aggregate Finish	100	EA	\$	\$
28	Remove and Replace Handicap Curb Cut, 4 inch with Truncated Domes, (VDOT standard CG-12, latest revision)	100	EA	\$	\$
29	Removal of Ramp	100	SY	\$	\$
30	Remove and Replace Concrete Drive Apron (Town of Berryville Construction Standards)	100	SY	\$	\$
31	Remove and Replace Concrete Slab, 6 inch (Class A-3)	100	SY	\$	\$
32	Remove and Replace Concrete Driveway Slab, 6 inch (Class A-3/High-Early Mix)	100	SY	\$	\$
33	Remove and Replace Concrete Driveway Slab, 8 inch (Class A-3/High-Early Mix)	100	SY	\$	\$
TOTAL AMOUNT OF LINE ITEMS 1-33				\$	\$
<b>Section B: LINE ITEMS 34-40, Miscellaneous</b>					
34	Saw Cutting (concrete)	100	LF	\$	\$
35	Wire Mesh Reinforcement (any gauge as per project requirement)	100	SF	\$	\$
36	Angle Iron Reinforcement, 4" X 4"	100	LF	\$	\$
37	Asphalt Repair - 5 SY or less up to 6 inch thick compacted in lifts <u>per site visit</u>	100	EA	\$	\$
38	Asphalt Repair - requiring more than 5 SY less up to 6 inch thick compacted in lifts <u>per site visit</u>	100	SY	\$	\$
39	Base Stone, 21A, Compacted in Place - for locations needing depths greater than 4 inches	100	TN	\$	\$
40	Excavation per cubic yard - for locations where Director has directed additional depths below 4 inches	100	CY	\$	\$
TOTAL AMOUNT OF LINE ITEMS 34-40				\$	\$
<b>TOTAL AMOUNT OF PART 1:</b>				<b>\$</b>	<b>\$</b>

## PRICING SCHEDULE

<b>PART 2: CONCRETE, NEW INSTALLATIONS</b>					
<b>Section A: LINE ITEMS 41-73, CONCRETE WALK, CURBS AND GUTTERS</b>					
Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Install Concrete Walk, 4 inches, with Broom Finish					
41	Project size: 1 - 25 square yards	100	SY	\$	\$
42	Project size: 26 - 50 square yards	100	SY	\$	\$
43	Project size: 51 - 100 square yards	100	SY	\$	\$
44	Project size: 101 + square yards	100	SY	\$	\$
Install Concrete Walk, 4 inch, with Exposed Aggregate Finish					
45	Project size: 1 - 25 square yards	100	SY	\$	\$
46	Project size: 26 - 50 square yards	100	SY	\$	\$
47	Project size: 51 - 100 square yards	100	SY	\$	\$
48	Project size: 101 + square yards	100	SY	\$	\$
Install Curb and Gutter, 4 inch (VDOT standard GC-6, latest revision)					
49	Project size: 1 - 25 linear feet	100	LF	\$	\$
50	Project size: 26 - 50 linear feet	100	LF	\$	\$
51	Project size: 51 - 100 linear feet	100	LF	\$	\$
52	Project size: 101 + linear feet	100	LF	\$	\$
Install Curb and Gutter, 6 inch (VDOT standard GC-7, latest revision)					
49	Project size: 1 - 25 linear feet	100	LF	\$	\$
50	Project size: 26 - 50 linear feet	100	LF	\$	\$
51	Project size: 51 - 100 linear feet	100	LF	\$	\$
52	Project size: 101 + linear feet	100	LF	\$	\$

**PRICING SCHEDULE**

**Section A: LINE ITEMS 41-73, CONCRETE WALK, CURBS AND GUTTERS, continued**

Prices quoted in this Section shall include cost for labor, backfilling, grading, seeding, and mulching of disturbed areas that are adjacent to the concrete work area. This includes the entire perimeter of the concrete work areas.

LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Install standard 4 inch curb (VDOT standard GC-2, latest revision)					
57	Project size: 1 - 25 linear feet	100	LF	\$	\$
58	Project size: 26 - 50 linear feet	100	LF	\$	\$
59	Project size: 51 - 100 linear feet	100	LF	\$	\$
60	Project size: 101 + linear feet	100	LF	\$	\$
Install 6 inch standard curb (VDOT standard GC-3, latest revision)					
61	Project size: 1 - 25 square yards	100	LF	\$	\$
62	Project size: 26 - 50 square yards	100	LF	\$	\$
63	Project size: 51 - 100 square yards	100	LF	\$	\$
64	Project size: 101 + square yards	100	LF	\$	\$
65	Handicap Curb Cut, (CW-1), with broom finish and associated curb work	100	EA	\$	\$
66	Handicap Curb Cut, (CW-1), with exposed aggregate finish	100	EA	\$	\$
67	Handicap Curb Cut, with truncated domes (VDOT Standard CG-12, latest revision)	100	LF	\$	\$
68	Ramp, 4 inches, with metal railing sleeves	100	SY	\$	\$
69	Ramp, 4 inches, with a vertical concrete lip/curb, 2 inches high by 6 inches wide on both running edges (Metal railing sleeves to be included)	100	SY	\$	\$
70	Concrete drive apron, 6 inches thick (Town of Berryville Construction Standards)	100	SY	\$	\$
71	Concrete slab 6 inches thick (Class A-3)	100	SY	\$	\$
72	Concrete driveway slab 6 inches thick (Class A-3/High-Early Mix)	100	SY	\$	\$
73	Concrete driveway slab 8 inches thick (Class A-3/High-Early Mix)	100	SY	\$	\$
TOTAL AMOUNT OF SECTION A (Line Items 41-73)				\$	\$

## PRICING SCHEDULE

<b>Section B: LINE ITEMS 74-86, MISCELLANEOUS</b>					
Prices quoted in this Section shall include all imposed costs for fulfilling the requirement.					
LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Install standard 4 inch curb (VDOT standard GC-2, latest revision)					
74	Extra charge for aggregate finish	100	SF	\$	\$
75	Clean fill material	100	CY	\$	\$
76	Reseeding of disturbed lawn areas - to include areas damaged by equipment	100	SF	\$	\$
77	Sod of disturbed lawn areas - to include areas damaged by equipment	100	SF	\$	\$
78	Footing trench excavation	100	CY		
79	Footing A-3 concrete poured in place	100	CY		
80	Retaining walls, concrete gravity, R-W-2 (VDOT Specification)	100	CY	\$	\$
81	Retaining walls, concrete gravity, R-W-3 (VDOT Specification)	100	CY	\$	\$
82	New concrete steps poured in place on a properly prepared sub-grade with 4 inches of compacted 21A base stone	100	CY	\$	\$
83	Miscellaneous Class A-3 concrete, including formwork, poured in place	100	CY	\$	\$
84	Miscellaneous reinforcing steel per VDOT Section 406	100	TN	\$	\$
85	Caulking (material & Installation)	100	LF	\$	\$
86	Truncated domes (furnished & installed)	100	EA	\$	\$
	TOTAL AMOUNT OF SECTION B (Line Items 74-86)			\$	\$
	<b>TOTAL AMOUNT OF PART 2:</b>			\$	\$

**PRICING SCHEDULE**

**PART 3, LABOR RATES: LINE ITEMS 87-91**

Indicate your firm's labor rates. Labor rates shall be paid on the basis of time on the job site. Regular time is 7:00 AM to 6:00 PM, Monday through Friday. Overtime is Monday through Friday 6:00 PM to 7:00 AM, Weekends and Holidays. Overtime hours shall not exceed 1 1/2 times the contractor's regular rate. Labor rates shall include all direct and indirect costs such as transportation, travel, project supervision, general administrative costs and profit, etc.

LINE ITEM	DESCRIPTION	EST QTY	UOM	UNIT PRICE
87	Labor Rate, Regular Hours, Brick Pavers Installer	1	HR	\$
88	Labor Rate, Regular Hours, Footing Formwork	1	HR	\$
89	Labor Rate, Regular Hours, Fabrication and Installation	1	HR	\$
90	Labor Rate, Regular Hours, Metal Work Fabrication	1	HR	\$
91	Labor Rate, Regular Hours, Metal Work Installation	1	HR	\$
TOTAL AMOUNT OF PART 3 (Line Items 87-91)				\$

**GRAND TOTAL OF BID:**

\$

**TIME OF PERFORMANCE:**

The Town requires that all routine work be scheduled and started no later than ten (10) calendar days from the date of notification by Town personnel, unless otherwise agreed upon at the time of notification to proceed. Response time for emergency work is required to be within two (2) calendar days after notification. Indicate Response Times **IF** different than ten (10) days for routine work and two (2) days for emergencies.

\_\_\_\_\_ Days after notification for routine work

\_\_\_\_\_ Days after notification for emergency work

**CONTRACTOR'S LICENSE:**

Indicate the license number and classification for which your company has been issued a contractor's license by the Board of Contractors of the Commonwealth of Virginia as defined in section 54.1-1100 of Code of Virginia.

License Number: \_\_\_\_\_ Class: \_\_\_\_\_

**CONTACT PERSON(S):**

List a contact person's name and telephone number for normal Town working hours, 7:00 AM - 6:00 PM, Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal Town working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voicemail paging system or answering service. Bidders using a voicemail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

Type of answering system used by your firm:

\_\_\_\_\_ Voicemail Paging                  \_\_\_\_\_ Answering Service

**Normal Working Hours**

Name(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

**Emergency Hours (outside normal Town hours, nights and/or weekends)**

Name(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

**REFERENCES:** List below three (3) references for whom you have provided similar work during the past two (2) years. Include the contact person's name, address and telephone number for each of the contracts.

1) Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

2) Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

3) Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_



**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

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
<b>or</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-DIV (dividends or paid)

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

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

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