



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
Main Meeting Room
Town Council Special Meeting

July 29, 2025

5:00 PM

Item	Page
1. Call to Order	
2. Approval of Agenda	
3. Unfinished Business	
IFB #2025- 04 Mosby Blvd and East Fairfax St Sidewalk Project	2
4. New Business	
Erosion and Sediment Bond Reduction- LGV Group, LLC	14
Set Erosion and Sediment Bond- Hillson Grove Subdivision	18
5. Other	
Notice of Special Meeting Document	22
6. Adjourn	

Item Title

IFB#2025-04 Sidewalk Improvements – East Fairfax Street and Mosby Boulevard

Prepared By

Terry Russell

Background/History/General Information

The Transportation Alternatives Federal Reimbursement Program (TAP) is a program of the Virginia Department of Transportation (VDOT) that funnels federal funds to local jurisdictions. As stated by VDOT: “This federal reimbursement program is intended to help local sponsors fund community-based projects that expand non-motorized travel choices and enhance the transportation experience by improving the cultural, historical, and environmental aspects of transportation infrastructure. The program focuses on providing pedestrian and bicycle facilities and community improvements. It does not fund traditional roadway projects or maintenance. The Transportation Alternatives Program expands travel choices, strengthen local economy, improves a quality of life, and protects the environment.”

Findings/Current Activity

The Town Council authorized application for this TAP on September 10, 2019. The cost of the East Fairfax Street sidewalk is approximately \$99,000.00 with approximately \$79,000.00 being provided by TAP federal funds. The cost of the Mosby Boulevard sidewalk is \$1,300,000.00 with approximately \$1,000,000.00 of TAP federal funds. The Town has been successful in bringing the process through the design and right-of-way acquisition phases of the project. The federal government and VDOT have given the go ahead to begin the bidding process for construction. The Town must use the IFB documents approved for use by the federal government and VDOT.

Schedule/Deadlines

It is recommended that IFB#2025-04 set Thursday July 31, 2025 as the time for the IFB to be posted. Thursday August 7, 2025 at 12:30 pm is the proposed date for the Pre-Bid meeting where prospective bidders may ask questions about the process and the project. It sets Thursday August 28, 2025 at 3:00 pm for the close of the bid submittal period and Bid Opening.

Other Considerations

N/A

Recommendation

Authorize the Town Manager to finalize the IFB#2025-04 documents in accordance with State and federal requirements, and award the IFB and execute documents.

Sample Motion

I move that the Council of the Town of Berryville approve the issuance of IFB#2025-04 and authorize the Town Manager to finalize the IFB documents in accordance with State and federal requirements, and award the IFB and execute documents.

Attachments:

DRAFT IFB#2025-04

ADVERTISEMENT FOR BIDS

Mr. Keith Dalton
Town Manager
Town of Berryville
101 Chalmers Court Suite A
Berryville, Virginia 22611

Sealed Bids for the construction of **SIDEWALK IMPROVEMENTS – EAST FAIRFAX STREET AND MOSBY BOULEVARD** in the Town of Berryville, Virginia, consisting of:

Description: Construction of approximately 2,000 LF of 5' wide sidewalk, complete with all associated appurtenances and site work in accordance with the approved plans, specifications and contract documents.

will be received by the Town of Berryville in their Business Office at the office of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia 22611, until **10:00 am on Thursday August 21, 2025**, and then at said office publicly opened and read aloud in the Main Meeting Room, second floor.

The Project has an expected duration of 180 Days.

The Contract Documents may be examined at the following locations:

- Town of Berryville Business Office-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611
- Pennoni Associates, 117 East Piccadilly Street, Winchester, Virginia 22601
- Valley Construction News, Roanoke and Harrisonburg, Virginia
- McGraw-Hill/Dodge Data, On-line

Copies of the Contract Documents, consisting of the Project Manual and Drawings, may be obtained by contacting the Issuing Office, Pennoni Associates, located at 117 East Piccadilly Street, Winchester, Virginia 22601, telephone (540) 667-2139.

A Pre-Bid Conference will be held **at 12:30 pm on Thursday August 7, 2025** in the Main Meeting Room, second floor, at the Berryville-Clarke County Government Center, 101 Chalmers Court, Suite A, Berryville, Virginia 22611. Attendance at the Pre-Bid Conference is strongly recommended, but is not mandatory.

Bids are to be submitted on the prepared Bid Form, in a sealed envelope bearing the Bidder's name and address. Clearly mark the envelope containing the bid, "**SEALED BID - TOWN OF BERRYVILLE SIDEWALK IMPROVEMENTS EAST FAIRFAX STREET AND MOSBY BOULEVARD IFB#2025-04.**"

The Town of Berryville reserves the right to cancel the Advertisement for Bids, reject any and all Bids submitted, waive informalities in bidding.

Keith Dalton, Town Manager
Town of Berryville

Published July 29, 2025

Instructions to Bidders

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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. The Term "OWNER" shall hereinafter mean The Town of Berryville.
 - C. The Term "ENGINEER" shall hereinafter mean Pennoni Associates, Inc.
 - D. The Term "BIDDER" shall hereinafter refer to the party submitting a Bid to perform the work described herein.
 - E. The Term "CONTRACTOR" shall hereinafter mean the BIDDER whose Bid was accepted by the OWNER.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below of VDOT Prequalification.
- ~~A. Bidders shall provide information including a list of a minimum of three previous comparable projects. Said list shall include a brief project description along with project Owner's current contact information so that the Owner and Engineer may obtain reference information.~~

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions
- A. The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.02 Underground Facilities
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 Hazardous Environmental Condition
- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at

the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Additional Owner Provided Information:

- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- B. Visit Paragraph 6.13.C of the General Conditions states that if an Owner safety program exists it will be noted in the Supplementary Conditions.

4.07 It is responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
- E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A Pre-Bid Conference will be held at 12:30 pm on Thursday August 7, 2025 in the Main Meeting Room, second floor, at the Berryville-Clarke County Government Center, 101 Chalmers Court Suite A, Berryville, Virginia 22611. Representatives of the OWNER and ENGINEER will be present to discuss the project. Bidders are encouraged to attend and participate in the Conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (BJCDC No. C-430, 2007 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to

Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 13.06 A Bid by an individual shall show the Bidder's name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The business address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

- 14.01 Lump Sum, lowest responsive bidder
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and the Bid bond form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.

Town of Berryville
Sidewalk Improvements
E. Fairfax St. and Mosby Blvd.

00200-6

Instructions to Bidders
June 11, 2025
Pennoni #TBVLL22001

- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the VDOT Prequalification(s) of Bidders and may consider the VDOT Prequalification(s) of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. ~~If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered the award.~~

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

Town Council Agenda Item Report Summary

July 29, 2025

Item Title

Erosion and Sediment Control Bond Reduction – LGV Group LLC

Prepared By

Terry Russell

Background/History/General Information

The original Erosion and Sediment Control bond amount set by Town Council for LGV Group LLC was \$124,218.00.

Findings/Current Activity

Bond reduction estimates were submitted to Town staff and Pennoni Engineering for consideration. The total erosion control escrow was \$99,374.00 plus an additional 25% contingency amount for a total of \$124,218.00. Both Pennoni Engineering and the Town staff have reviewed the request for bond reduction and are recommending that the bond be reduced by \$114,218.00 for a total retainage of \$10,000.00.

Financial Considerations

Per Article VII. Performance Surety, of the Town of Berryville Subdivision Ordinance, a maintenance bond which totals 10-percent of the original bond amount shall be retained for at least one year after completion of the subdivision.

Schedule/Deadlines

N/A

Other Considerations

N/A

Recommendation

Reduce the amount retained for the Hermitage Phase V Erosion and Sediment Control bond to \$10,000.00 when the Town Manager determines that the requirements of Erosion and Sediment Control Plan have been satisfactorily completed.

Sample Motion

I move that the Council of the Town of Berryville reduce the amount retained for the LGV Group LLC Erosion and Sediment Control bond to \$10,000.00 when the Town Manager determines that the requirements of Erosion and Sediment Control Plan have been satisfactorily completed.

Attachment:

- Letter from LGV Group LLC



LGV GROUP LLC
REAL ESTATE DEVELOPMENT

8 July 2025

Terry Russell
Community Development Director
Town of Berryville
101 Chalmers Court, Suite A
Berryville, Virginia 22611

Re: Lot 56 Jack Enders Property: E & S Bond # RCB 0040793

Dear Terry,

I am writing to request a reduction in the Erosion & Sediment Bond, required for our project, Lot 56 Jack Enders Boulevard Property.

The original bond value is \$124,218.00.

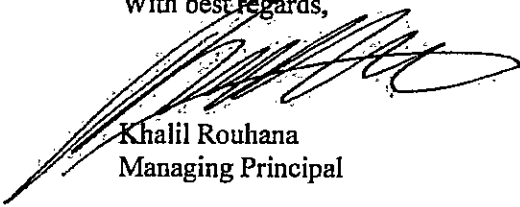
I have attached an itemized list of the erosion and sediment work for our site, detailing all the E & S items, totalling \$99,374. Your engineers required an additional 25% contingency amount, bringing the bond amount to \$124,218.00.

All of the work listed has been completed. We understand that there will be some temporary and permanent seeding (not included in the attached list) for Phase II.

We request that the bond value be reduced to \$10,000.00.

Please let me know if you require additional information to process this request.

With best regards,



Khalil Rouhana
Managing Principal



8. SILTATION AND EROSION CONTROL ESCROWS

Quantity	Item	Price	Cost
	Diversion Dike	@ \$6.00 LF	\$ -
20	Cleaning out SWM Facilities, Silt Traps and Silt Basins	\$500/1hr. Lump Sum (Min \$20,000 or actual estimate provided by engineer to the satisfaction of the plan review)	\$ 20,000.00
	Silt Fence: 0' - 1000' (installation, maintenance for 1 year & removal)	@ \$8.00 LF	\$ -
	Silt Fence: 1001' - 1000'	@ \$6.00 LF	\$ -
	Silt Fence: 10,000' + (installation, maintenance for 1 year & removal)	@ \$4.00 LF	\$ -
1000	Super Silt Fence: 0' - 1000' (installation, maintenance for 1 year & removal)	@ \$20 LF	\$ 20,000.00
1450	Super Silt Fence: 1001' - 10000 (installation, maintenance for 1 year & removal)	@ \$10 LF	\$ 14,500.00
	Super Silt Fence: 10,000' + (installation, maintenance for 1 year & removal)	@ \$7.00 LF	\$ -
	Sod	@ \$6.00 SY	\$ -
	Seed, Fertilizer & Mulch	@ \$1.50 SY (\$200 Min)	\$ -
	Steep Slopes (Grading and Stabilization with jute mesh, netting, blankets, etc.)	@ \$15 SY	\$ -
	Coarse Aggregates (#1 or #57)	@ \$28 TON	\$ -
6	Inlet Protection	@ \$165 EA	\$ 990.00
	Check Dam	@ \$175 EA	\$ -
1	Temp. Construction Entrance	@ \$1,150 EA	\$ 1,150.00
1	Wash Rack	@ \$2,000 EA	\$ 2,000.00
	Temp. Sediment Trap	@ \$1,000	\$ -
		@ \$1,500	\$ -
		@ \$2,000	\$ -
1	Temporary Sediment Basin	By itemized cost	\$ 15,000.00
	Channel Diversion	By itemized cost	\$ -
	6' Chain-link Safety Fence	@ \$20 LF	\$ -
1400	4' Plastic Orange Safety Fence	@ \$3.00 LF	\$ 4,200.00
	Yard utility refurbishment	@ \$750 EA Single Family Lot	\$ -
180	Stockpile Removal (Quantity based on policy)	@ \$25 CY	\$ 12,000.00
8	Removal of Erosion Control Measures	@ AC (min \$300)	\$ 500.00
	Level Spreader	By itemized cost	\$ -
Total Cost:			\$ 90,340.00
Administrative Cost (10% of Total Cost):			\$ 9,034.00
TOTAL SILTATION & EROSION CONTROL ESCROW AMOUNT:			\$ 99,374.00

Minimum acceptable amount for Siltation and Erosion Control is \$2,000.00

I hereby certify that the above is my best estimate of the quantities and current cost of bondable improvements, landscaping items, Siltation & Erosion Control Escrow and floodplain items in this subdivision or site plan.

Te _____ (703)591-7170
Preparer's Signature Telephone #

Ibrahim A Chehab _____ Geo Env Engineers & Consultants, LLC
Name (Print) Company or Firm

Town Council Agenda Item Report Summary

July 29, 2025

Item Title

Set Bonds – Hillson Grove Subdivision

Prepared By

Terry Russell

Background/History/General Information

The Berryville Area Development Authority approved a preliminary subdivision plat for Hillson Grove on South Church Street at its meeting on May 28, 2025.

Findings/Current Activity

The Town of Berryville requires that public improvement and erosion and sediment control bonds be set prior to construction of projects within the corporate limits. The following bond amounts were submitted by the applicant's engineer:

Erosion and Sediment Control bond	\$191,858.13
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Schedule/Deadlines

The property owner has requested that a land disturbance permit be issued in order to begin work on the site. An erosion and sediment control bond must be in place before this permit may be issued.

Other Considerations

N/A

Recommendation

The Town's engineer is reviewing the bond. If the review proves satisfactory, approve the bond as presented.

Sample Motion

I move that the Council of the Town of Berryville approve the erosion and sediment control bond as presented in the amount of \$191,858.13.

2025 ESC and Work in Existing ROW for Storm
and Sanitary Sewer Infrastructure
Bond Cost Estimate

PROJECT NAME: Hillson Grove

DATE: 7/25/2025

<u>No.</u>	<u>Description</u>	<u>Est. Quant.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
Category - Roadway Items					
1	Clearing & Grubbing	0	Ac	\$3,900.00	\$0.00
2	Traffic Control	0	Lump Sum	\$0.00	\$0.00
3	Flexible Pavement Planing	0	SY	\$2.60	\$0.00
4	Remove Ex. Guardrail, incl. posts & hardware	0	LF	\$1.43	\$0.00
5	Demolition of Pavement	670	SY	\$3.25	\$2,177.50
6	Pavement Saw Cutting	690	LF	\$2.60	\$1,794.00
7	Common Excavation	0	CY	\$10.40	\$0.00
8	Rock Excavation (10% of total exc. vol.)	0	CY	\$26.00	\$0.00
9	Geotechnical Testing	0	1000 LF of Street	\$286.00	\$0.00
10	Aggregate, Type 21-A	0	SY-IN	\$1.56	\$0.00
11	Asphaltic Concrete Base BM-25.0	2,000	SY-IN	\$5.20	\$10,400.00
12	Asphaltic Concrete Surface SM-12.5A	1,000	SY-IN	\$6.50	\$6,500.00
13	Asphaltic Concrete Surface SM-19.0A	0	SY-IN	\$5.85	\$0.00
14	Pavement Marking and Signage	0	Lump Sum	\$0.00	\$0.00
15	CG-6 Curb & Gutter, incl. CG-11	0	LF	\$19.50	\$0.00
16	Entrance Gutter, CG-9B, 9D or 10A	0	SY	\$84.50	\$0.00
17	Conc. Sidewalk, Incl. Stone Base	0	SF	\$5.20	\$0.00
18	Curb Cut Ramp, CG-12A, B ,C	0	EA	\$780.00	\$0.00
19	Retaining Wall, RW-3 or other	0	SF Face	\$78.00	\$0.00
20	HR-1 Hand Rail, Pipe Type Only	0	LF	\$78.00	\$0.00
21	Guardrail, GR-2 Steel Post	0	LF	\$15.60	\$0.00
22	Guardrail Terminal, GR-7 or 9	0	EA	\$3,250.00	\$0.00
23	Utility Pole Relocation	0	EA	\$13,000.00	\$0.00
Sub-Total - Roadway Items					\$20,871.50
Category - Drainage Items					
24	DI-1 / convex grate inlet	0	EA	\$3,250.00	\$0.00
25	DI-7	0	EA	\$7,800.00	\$0.00
26	DI-3 (L up to 10 ft.)	0	EA	\$4,550.00	\$0.00
27	DI-3 (L up to 10 ft.)	0	EA	\$5,850.00	\$0.00
28	Storm Manhole w/ Frame & Cover	3	EA	\$4,550.00	\$13,650.00
29	Storm Junction Box	0	EA	\$7,800.00	\$0.00
30	15" HDPE Storm Pipe	430	LF	\$60.00	\$25,800.00
31	RCP Storm Pipe, Class III, 48-60 in.	0	LF - IN. DIA.	\$3.90	\$0.00
32	RCP Storm Pipe, Class III, 60+ in.	0	LF - IN. DIA.	\$4.42	\$0.00
33	RCP Storm Pipe, Class IV, add	0	LF - IN. DIA.	\$0.65	\$0.00
34	RCP Storm Pipe, Class V, add	0	LF - IN. DIA.	\$0.98	\$0.00
35	RCP Storm End Section	0	EA - IN. DIA.	\$39.00	\$0.00
36	Storm Endwalls	0	SF Face	\$78.00	\$0.00
37	RCP Storm Tee, Wye, etc.	0	EA - IN. DIA.	\$65.00	\$0.00
38	RCP Storm Bend	0	EA - IN. DIA.	\$52.00	\$0.00
39	Concrete Box Culvert (cast-in-place)	0	CY	\$715.00	\$0.00
40	Concrete Box Culvert (pre-cast)	0	CY	\$520.00	\$0.00
41	Underdrain Type UD-3	0	LF	\$26.00	\$0.00
42	HDPE Storm Pipe, 18 in.	.			

Sub-Total - Drainage Items**\$39,450.00****Category - Erosion Control & Stormwater Management Items**

43	Class A1 Dry Riprap Incl. Filter Fabric	15	SY	\$39.00	\$585.00
44	Class 1 Dry Riprap Incl. Filter Fabric	0	SY	\$52.00	\$0.00
45	Class 2 Dry Riprap Incl. Filter Fabric	0	SY	\$65.00	\$0.00
46	Safety Fence	1,060	LF	\$10.00	\$10,600.00
47	Silt Fence or Diversion Dike	400	LF	\$5.00	\$2,000.00
48	Temporary Slope Drains	0	LF	\$19.50	\$0.00
49	Inlet Protection, IP, all types	9	EA	\$260.00	\$2,340.00
50	Culvert Inlet Protection, CIP, all types	0	EA	\$195.00	\$0.00
51	Rock Check Dam, CD	0	EA	\$325.00	\$0.00
52	Topsoil, Seed & Mulch (entire disturbed area)	11	Ac	\$3,000.00	\$33,000.00
53	Sodding for Ditchlines & Swales	0	SY	\$5.85	\$0.00
54	EC-2 Protective Covering	0	SY	\$2.60	\$0.00
55	EC-3 Soil Stabilization Blanket	0	SY	\$9.75	\$0.00
56	Construction Entrance, CE	1	EA	\$1,800.00	\$1,800.00
57	Temporary Sediment Trap, ST	0	EA	\$2,600.00	\$0.00
58	Temporary Sediment Basin, SB	2	EA	\$8,000.00	\$16,000.00
59	Above Ground Detention Basin	0	CF Storage	\$0.65	\$0.00
60	Below Ground Detention Basin	0	CF Pipe Storage.	\$6.50	\$0.00
61	Constructed Wetlands	0	CF Storage	\$1.30	\$0.00
62	Bio-Retention Basin/Filter (incl. planting)	0	EA	\$10,400.00	\$0.00
63	Sand Filter	0	EA	\$19,500.00	\$0.00
64	Grassed Swale	0	SY	\$7.80	\$0.00
65	Vegetated Filter Strip/Level Spreader	0	SY	\$1.30	\$0.00
66	Manufactured Drop Inlet/Tank Type BMP	0	EA	\$13,000.00	\$0.00

Sub-Total - Erosion Control & Stormwater Management Items**\$66,325.00****Sub-Category - Water & Sewer Items**

67	8" D.I. Water Main	0	LF	\$84.50	\$0.00
68	12" D.I. Water Main	0	LF	\$104.00	\$0.00
69	Fire Hydrant Assembly (incl. 6 in. Valve)	0	EA	\$3,380.00	\$0.00
70	Fire Hydrant Relocation	0	EA	\$1,560.00	\$0.00
71	8" Gate Valve w/Box	0	EA	\$1,560.00	\$0.00
72	12" Gate Valve w/Box	0	EA	\$2,600.00	\$0.00
73	Air Release Valve & Vault	0	EA	\$3,250.00	\$0.00
74	Detector Check Valve & Vault	0	EA	\$4,550.00	\$0.00
75	1" Partial Water Service	0	EA	\$910.00	\$0.00
76	Misc. Fittings (Bend, Tee, etc.)	0	EA	\$520.00	\$0.00
77	8" PVC Sewer Main	0	LF	\$65.00	\$0.00
78	8" D.I. Sewer Main	180	LF	\$100.00	\$18,000.00
79	4' Dia. Manhole	2	EA	\$3,900.00	\$7,800.00
80	5' Dia. Manhole	0	EA	\$6,500.00	\$0.00
81	6' Dia. Manhole	0	EA	\$7,800.00	\$0.00
82	Manhole Frame & Cover	2	EA	\$520.00	\$1,040.00
82	4" Partial Sewer Service	0	LF	\$52.00	\$0.00
83	6" Partial Sewer Service	0	LF	\$58.50	\$0.00
84	Cleanout	0	EA	\$390.00	\$0.00

Sub-Total - Water & Sewer Items**\$26,840.00****SUB-TOTAL ALL ITEMS****\$153,486.50****CONTINGENCY (25%)****\$38,371.63**

GRAND TOTAL - BOND AMOUNT

\$191,858.13

Notice of Special Meeting

The Council of the Town of Berryville, Virginia will hold a special meeting on July 29, 2025 at 5:00 p.m., in the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA.

By affixing my signature to this notice, I acknowledge that I have received notice of the special meeting, as required by Section 3.12 of the Town Charter.



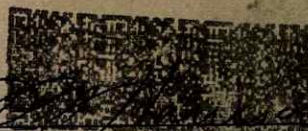
Harry Lee Arnold, Jr., Mayor



Erecka L. Gibson, Vice Mayor



William Steinmetz, Ward 1



Diane Harrison, Ward 2



Grant Mazzarino, Ward 3



Ryan Tibbens, Ward 4