

ADVERTISEMENT FOR BIDS

Time Square Market on Main Construction Project – Town of Warsaw

Sealed Bids for the Time Square Market on Main building renovations will be received by the Warsaw Town Offices (78 Belle Ville Lane) until 2:00 PM EST on _____, 2026, and then at said office opened publicly and read aloud. Late, facsimile, and/or electronic proposals will not be accepted.

The project consists of renovations and additions to an existing masonry building located at 74 Main Street. The renovated building will consist of a Community Market, Restaurant with commercial kitchen, Arcade area, and general meeting space.

The project has been designed by Fultz and Singh Architects. MEP, architectural, and structural plans and bid documents are available for inspection and download (free of charge) on the Town of Warsaw website at <https://www.townofwarsaw.com/rfp-s-and-solicitations>. This is a design-bid-build project, with the award being made to the lowest responsive and responsible bidder whose response meets all requirements of the Invitation to bid.

The bidder shall place on the outside of the envelope the name of the bidder, the company or firm represented, and “Licensed Class A (or B) Virginia Contractor No. _____.”

Owner: Town of Warsaw, Virginia

By: Joseph N. Quesenberry, Town Manager

**INVITATION TO BID
TIME SQUARE MARKET ON MAIN RENOVATION AND CONSTRUCTION PROJECT
IN THE TOWN OF WARSAW, VIRGINIA**

1. SITE DESCRIPTION AND SCOPE OF WORK:

The Town of Warsaw, Virginia, (the "Town") is seeking sealed bids for the following generally described work (the "Work"):

The Work will be performed at a parcel owned by the Town located at 74 Main Street, Warsaw, VA 24141 (the "Site"). The primary intent of the project is to renovate the existing masonry building and construct the project to consist of a Community Market, Restaurant with Commercial Kitchen, Arcade area, and general public meeting space.

The project has been designed by Fultz and Singh Architects. MEP, architectural, and structural plans and bid documents are available for inspection and download (free of charge) on the Town of Warsaw website at <https://www.townofwarsaw.com/rfp-s-and-solicitations>. This is a design-bid-build project, with the award being made to the lowest responsive and responsible bidder whose response meets all requirements of the Invitation to bid.

A more specific statement of the scope of the Work may be found in the Plans and Specifications, entitled " ", Issued for Bid, June , 2026 (the "Plans and Specifications").

2. DUE DATE FOR BIDS; GENERAL TERMS:

The DUE DATE FOR BIDS IS , 2026 BY 2:00 PM.

Bids will be received by Joseph Quesenberry, Town Manager, at:

Town of Warsaw
Attn: Joseph Quesenberry
78 Belle Ville Lane
P.O. Box 730
Warsaw, Virginia 22572
804-333-3737

jquesenberry@town.warsaw.va.us

until 2:00 PM local prevailing time on , 2026. Bids shall be publicly opened and read aloud at that time. Emailed bids are permitted.

Should the apparent low bid exceed available funds, the Town reserves the right to negotiate with the apparent lowest responsible bidder to obtain a contract price within available funds. Negotiations shall occur at the Town's next regularly scheduled meeting after opening and

evaluation of the bids or at a specially called meeting. The Town reserves the right to cancel the Invitation to Bid, to reject any or all bids, and to waive any informalities in bids.

Bids may only be withdrawn for error as permitted under Virginia Code § 2.2-4330. Any bidder intending to withdraw their bid for error as permitted under § 2.2-4330 must give notice in writing of their claim of right to withdraw their bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

Bidders shall comply with Virginia Code Section 54.1-1112 regarding information required with the bid. Envelopes containing bids shall be clearly marked with the Bidder's Class A Contractor License number.

The "Attachment A-Supplemental Terms and Conditions" attached hereto are incorporated herein and made a part of this Invitation to Bid (the "Supplemental Terms and Conditions").

3. INQUIRIES:

Questions regarding this Invitation to Bid or the scope of the Work shall be directed to Joseph Quesenberry, Town Manager: 804-333-3737 jquesenberry@town.warsaw.va.us

4. CONTRACT INFORMATION:

The Town desires to enter into a written agreement directly with the successful bidder for the Work described in this Invitation to Bid (the "Agreement"). The following documents shall constitute the contract documents for the Work:

1. This "Invitation to Bid, Time Square Market on Main, Renovation and Construction Project";
2. The Plans and Specifications entitled, " ," Issued for Bid, , 2026 The Supplemental Terms and Conditions;
3. The Agreement; and
4. The successful bidder's bid.

- **Proposed Schedule; Liquidated Damages.**

Due to grant funding requirements, this project is time-sensitive. The Work shall be completed prior to , 2026. Liquidated Damages (not as penalty) in the amount of \$ per day will be assessed if project completion is not met by this date. Extensions to this date may be considered in the event of inclement weather or back-ordered materials.

- **Performance and Payment Bonds.**

Pursuant to Virginia Code Section 2.2-4337, upon award of the contract, performance and

payment bonds in the sum of the contract amount shall be required. The performance bond shall be conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the contract. The payment bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the Work. Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia. Each of the bonds shall be payable to and filed with the Town.

- **Change Orders.**

A contract change order will be issued if agreed upon by the Town and the successful bidder.

- **Payment Terms.**

The Work shall be paid for in monthly progress payments based on percentage of work complete. The TOWN may elect to withhold 5% retainage from each progress payment application until substantial completion of the Work.

- **Contract Award; Evaluation of Bids.**

The contract for the Work shall be awarded to the lowest responsive and responsible bidder, as provided by the Virginia Public Procurement Act. Bids shall be evaluated based on the following criteria:

1. Price;
2. Whether the bid as submitted conforms in all material respects to the Invitation to Bid;
3. Experience of bidder in similar type of services;
4. Experience of bidder's personnel performing the Work in similar type of services;
5. Qualifications of project manager;
6. Bidder's capability to mobilize and fully perform the Work in a timely manner; and
7. Bidder's safety record and program.

5. INSURANCE REQUIREMENTS:

The successful contractor shall indemnify, defend, and hold harmless the Town and its agents, officers, and employees against any and all claims for damages due to bodily injury, property damage, or death caused by the negligent acts or omissions of the contractor made during the performance of the Work. The contractor will maintain the following minimum insurance requirements:

- Worker's Compensation – Statutory requirements and benefits, but in no event less than- \$100,000/\$500,000/\$100,000 Employers Liability: accident, disease, policy limit
- General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate applies per project. The Town of Warsaw shall be named as additional insured with respect to goods and services being procured. This coverage is to include Premises/Operations liability, Products and Completed Operations Coverage, Independent Contractor's Liability and Personal Injury Liability.
- Automobile Liability - \$1,000,000 CSL Bodily injury and Property Damage.
- Contractor's Pollution Liability Insurance - \$1,000,000 per occurrence.
- Premises/Operations, Independent Contractors, Products, Completed Operations, Contractual Liability, Personal Injury Liability - \$1,000,000 occurrence, \$2,000,000 aggregate.
- The TOWN shall be named as additional insured and provided with a certificate of insurance before access to the site can be granted.

6. BID FORM; BID BOND:

Bids shall be submitted to the TOWN on the Bid Form attached to this Invitation to Bid with all required or supporting documentation. Pursuant to Virginia Code Section 2.2-4336, bidders must provide a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, they will enter into the contract for the Work mentioned in the bid. The amount of the bid bond shall be five percent (5%) of the amount of the bid.

7. SAFETY:

The Contractor shall perform the Work in accordance with all applicable Federal and State safety requirements. All Contractor Personnel shall arrive on Site fit-for-duty and with the appropriate Personal Protective Equipment (PPE) for the work performed.

8. ENVIRONMENTAL COMPLIANCE:

The Contractor is responsible for the day-to-day environmental compliance of the site while the work is being performed.

9. RESPONSIBILITIES OF THE OWNER

The Owner is responsible for the following items during the course of the Work:

- Site access;
- Timely review and payment of applications for payment upon determining the

work has progressed to the point indicated;

- Review of contractor submittals for use of materials on site.

10. RESPONSIBILITIES OF THE CONTRACTOR

In addition to the requirements contained in the Agreement, the Contractor is responsible for the following items during the course of the Work:

- Site safety;
- Performing all Work consistent with governing regulations, including, but not limited to, those identified in Section 8. of this Invitation to Bid;
- All equipment, materials, personnel, supplies, supporting infrastructure and means and methods to perform the Work;
- Disposal of all trash and demolition debris generated from the site;
- Pre-disposal testing, if requested by the disposal and/or recycling facility;
- Timely completion of the Work in accordance with all contract documents