



To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: *Addendum No. 6*
Phase III-B Wastewater Collection and Treatment System Improvements
Fifth & Main Streets Sewer Separation – Phase 03N - REBID
City of Wheeling, WV

Date: January 19, 2022

This Addendum forms a part of the contract documents and modifies the original bidding documents dated December 2021 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID OPENING TIME

The bid opening date is **January 20, 2022 at 2:30 p.m.** Local Time. Bids shall be received at the office of the City Manager, 1500 Chapline Street, Wheeling, WV 26003. Bids will be opened and read immediately following the time designated for receipt within the City of Wheeling Council Chambers, 1500 Chapline Street, Wheeling, WV 26003.

REPLACE Bid Form, Pages BF.15A3, BF.16A3, and BF.17A3, with the enclosed Bid Form, Pages BF.15A4, BF.16A4, and BF.17A4. **NOTE TO BIDDERS** - All bid forms including: BF.18A and BF.19A in Addendum No. 3 and BF.20A in Addendum No. 5 must all be submitted (all have been included for reference).

CLARIFICATION

1. WVDOH Item 307 Aggregate Base Course Class “1” for use as backfill is only required in the DOH right-of-way along Main Street. 6-inches of aggregate base course is required under the concrete trench repair on all streets.
2. Maintenance of Traffic (Main Street): Maintain a minimum of one lane traffic during storm sewer Work with flagging, in accordance with the MUTCD and WV DOH approval (see, Dwg. Shts. 17A2 and 18A2 for storm sewer limits). Flagging sequence/lane shifts shall only be permitted for a maximum length of 300-ft at a time (generally one block in length). Coordinate closure of on street parking and bagging of meters with Wheeling Police Department.
3. Main Street Trees: Trees along the west side of Main Street may need to be removed to allow truck traffic to utilize the south bound parking lane. Trees will be reviewed in the field with the Engineer. If removed and replaced, payment will be made under Payment Item No. 58 – Item Special – Remove and Replace Trees, In Kind (Min. 2 IN Caliper).
4. Adjacent Property with DEP Voluntary Remediation Agreement:
The Properties located at address: 8 Fifth Street on both sides of Fifth Street at the west end of the proposed sanitary connection and storm sewer outfall has engineered controls in place in the form of sidewalks, asphalt pavement, and soil cover (min. 12-inches) to prevent human exposure and release of existing contaminates. The public right-of-way is not known to be included in the restricted area, see attached Land Use Covenant recorded in Book 770 Page 668 for reference.

Addendum No. 6, Project No. 210395 Phase 03N - REBID

Date: January 19, 2022

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As a precaution in areas adjacent to 8 Fifth Street, excavated materials must be kept on-site and capped with a minimum of 12-inches of soil or disposed of at an approved facility. An allowance has been included in the project for disposal of materials and for the awarded Contractor to develop both a Site Specific Health and Safety Plan and a Soil Management Plan, see revised attached Bid forms.

RH:mep

H:\2021\210395\SPEC\03N Fifth & Main Streets Sewer Separation\Addenda - REBID\Addendum 06\Addendum 06 - 21039503N - REBID.Doc

**Proposal to the City of Wheeling, WV
For Phase III Wastewater Collection and Treatment System Improvements
Project No. 210395 03N**

Contract 3N - Fifth and Main Street Sewer Separation - Base Bid

Ref No.	Description	Quantity	Measure Units	Unit Price	Item Total
1	201-001 Clearing & Grubbing	1	LUMP	\$	
2	204-001 Mobilization	1	LUMP	\$	
3	207-001 Unclassified Excavation, As Per Plan	600	CU YD	\$	
4	219-001 Controlled Low Strength Material, Type "B"	500	CU YD	\$	
5	307-001 Class 1 Aggregate Base Course	1,492	CU YD	\$	
6	401-002 Marshall Asphalt Wearing Course	165	TON	\$	
7	402-001 Superpave 12.5MM Skid Resistant Pavement, PG 64-22	502	TON	\$	
8	408-002 Asphalt Material - Tack Coat Trackless (0.13 Gal.SY)	663	GAL	\$	
9	415-005 Standard Milling	5,358	SQ YD	\$	
10	501-001 8" Reinforced Portland Cement Concrete Pavement	1,150	SQ YD	\$	
11	501-001 14" Reinforced Portland Cement Concrete Pavement	2,014	SQ YD	\$	
12	601-002 Class B Concrete	10	CU YD	\$	
13	604-050 12" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	477	FOOT	\$	
14	604-050 18" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	371	FOOT	\$	
15	604-050 24" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	546	FOOT	\$	
16	604-050 30" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	758	FOOT	\$	
17	604-050 48" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	168	FOOT	\$	
18	605-001 Type A Manhole	11	EACH	\$	
19	605-001 Type A Manhole, As Per Plan (72" Base)	1	EACH	\$	
20	605-001 Type A Manhole, As Per Plan (84" Base)	1	EACH	\$	
21	605-070 Type A Inlet (Shallow Frame) w/ EJ 5344 or equal	5	EACH	\$	
22	605-070 Type B Inlet w/ EJ 5344 or equal	2	EACH	\$	
23	605-070 Type D Inlet - Flush with Walk	1	EACH	\$	
24	605-070 Type F Inlet w/ EJ 5344 or equal	4	EACH	\$	
25	609-001 5" Concrete Sidewalk	1,633	SQ YD	\$	
26	609-002 4" Bed Course Material	186	CU YD	\$	
27	609-005 Curb Ramp	7	EACH	\$	
28	609-006 Detectable Warning Surface	7	EACH	\$	
29	610-001 Plain Concrete Curbing, Type 1 - As Per Plan (6" At Back Of Curb)	1,580	FOOT	\$	
30	636-010 Traffic Control	1	LUMP	\$	
31	639-010 Construction Layout Stake	1	LUMP	\$	
32	652-010 Seed and Mulching, As Per Plan	1	LUMP	\$	
33	663-002 Center Line, Type V, 6-In	960	FOOT	\$	
34	663-006 Crosswalk Line, Ty V, 12-In x 6-Ft	204	FOOT	\$	

**Proposal to the City of Wheeling, WV
For Phase III Wastewater Collection and Treatment System Improvements
Project No. 210395 03N**

Contract 3N - Fifth and Main Street Sewer Separation - Base Bid

Ref No.	Description	Quantity	Measure Units	Unit Price	Item Total
35	675-007 8" Plastic Sewer Pipe - PVC SDR 35	949	FOOT	\$	
36	675-007 10" Plastic Sewer Pipe - PVC SDR 35	205	FOOT	\$	
37	675-007 12" Plastic Sewer Pipe - PVC SDR 26	414	FOOT	\$	
38	675-007 15" Plastic Sewer Pipe - PVC SDR 26	377	FOOT	\$	
39	675-007 15" Plastic Sewer Pipe - PVC SDR 26 - Trenchless Construction	137	FOOT	\$	
40	675-007 6-IN Sanitary Sewer Connection with Riser - Short	32	EACH	\$	
41	675-007 6-IN Sanitary Sewer Connection with Riser - Long	1	EACH	\$	
42	675-007 6-IN Sanitary Sewer Connection w/o Riser	1	EACH	\$	
43	675-007 8-IN Sanitary Sewer Connection with Riser	2	EACH	\$	
44	675-007 8-IN Sanitary Sewer Connection w/o Riser	1	EACH	\$	
45	675-007 10-IN Sanitary Sewer Connection with Riser	1	EACH	\$	
46	675-007 10-IN Sanitary Sewer Connection w/o Riser	1	EACH	\$	
47	675-014 Manhole Complete, Including Casting	11	EACH	\$	
48	675-014 Manhole Complete, Including Casting, W/ Outside Drop	7	EACH	\$	
49	Item Special - Asphalt Path Repair In Kind	36	SQ YD	\$	
50	Item Special - Connect Storm Sewer to Existing Structure	3	EACH	\$	
51	Item Special - Connect Storm Sewer to Existing Combined Sewer	2	EACH	\$	
52	Item Special - Connect Sanitary Sewer to Existing Structure	1	EACH	\$	
53	Item Special - Modify Existing Diversion Manhole DMH-1	1	LUMP	\$	
54	Item Special - Fire Hydrant Remove and Replace	1	EACH	\$	
55	Item Special - Inlet Removed	7	EACH	\$	
56	Item Special - Manhole Removed	2	EACH	\$	
57	Item Special - Remove and Replace Brick Sidewalk	63	SQ YD	\$	
58	Item Special - Remove and Replace Trees, In Kind (Min. 2 IN Caliper)	9	EACH	\$	
59	Item Special - Sewer Flow Control	1	LUMP	\$	
60	Item Special - Sewer Pipe Removed	95	FOOT	\$	
61	Item Special - Water Main Lowering (12-IN or less)	1	EACH	\$	

Proposal to the City of Wheeling, WV
For Phase III Wastewater Collection and Treatment System Improvements
Project No. 210395 03N

Contract 3N - Fifth and Main Street Sewer Separation - Base Bid

Ref No.	Description	Quantity	Measure Units	Unit Price	Item Total
62	Item Special - Utility Potholing - As Directed	5	EACH	\$	\$
63	Allowance - Utility Pole Support	1	LUMP	\$ 50,000.00	\$ 50,000.00
64	Item Special - Wooden Posts, Treated 6" x 6"	9	LUMP	\$	\$
65	Allowance - Disposal of Contaminated Soils	1	LUMP	\$ 150,000.00	\$ 150,000.00
66	Allowance - Site Specific Health and Safety Plan	1	LUMP	\$ 25,000.00	\$ 25,000.00
67	Allowance - Soil Management Plan Development	1	LUMP	\$ 15,000.00	\$ 15,000.00
GRAND TOTAL BID PRICE 3N (BASE BID) (in figures):					\$

GRAND TOTAL BID PRICE 3N (BASE BID) (in Writing):

Proposal to the City of Wheeling, WV
For Phase III Wastewater Collection and Treatment System Improvements
Project No. 210395 3N

Contract 3N - Fifth and Main Street Sewer Separation - Base Bid - Alternate A - Storm Sewer Material Alternate

Ref No.	Description	Quantity	Measure Units	Unit Price	Item Total
1	604-037 12" Reinforced Concrete Pipe, Class III w/ gasket	477	FOOT	\$	\$
2	604-037 18" Reinforced Concrete Pipe, Class III w/ gasket	371	FOOT	\$	\$
3	604-037 24" Reinforced Concrete Pipe, Class III w/ gasket	546	FOOT	\$	\$
4	604-037 30" Reinforced Concrete Pipe, Class III w/ gasket	758	FOOT	\$	\$
5	604-037 48" Reinforced Concrete Pipe, Class III w/ gasket	168	FOOT	\$	\$
6	604-050 12" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	-477	EACH	\$ From Base Bid	\$
7	604-050 18" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	-371	EACH	\$ From Base Bid	\$
8	604-050 24" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	-546	EACH	\$ From Base Bid	\$
9	604-050 30" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	-758	FOOT	\$ From Base Bid	\$
10	604-050 48" Corrugated Polyethylene Pipe - ASTM D3212 Watertight	-168	FOOT	\$ From Base Bid	\$

GRAND TOTAL BID PRICE 3N (ALTERNATE A) (in figures): \$ _____

GRAND TOTAL BID PRICE 3N (ALTERNATE A) (in Writing): _____

Proposal to the City of Wheeling, WV
For Phase III Wastewater Collection and Treatment System Improvements
Project No. 210395 3N

Contract 3N - Fifth and Main Street Sewer Separation - Base Bid - Alternate B - Sanitary Sewer Material Alternate

Ref No.	Description	Quantity	Measure Units	Unit Price	Item Total
1	675-008 8" Ductile Iron Sewer Pipe, Class 52	949	FOOT	\$	\$
2	675-008 10" Ductile Iron Sewer Pipe, Class 52	205	FOOT	\$	\$
3	675-008 12" Ductile Iron Sewer Pipe, Class 52	414	FOOT	\$	\$
4	675-008 15" Ductile Iron Sewer Pipe, Class 52	377	FOOT	\$	\$
5	675-008 15" Ductile Iron Sewer Pipe, Class 52 - Trenchless Construction	137	FOOT	\$	\$
6	675-007 8" Plastic Sewer Pipe - PVC SDR 35	-949	FOOT	\$ From Base Bid	\$
7	675-007 10" Plastic Sewer Pipe - PVC SDR 35	-205	FOOT	\$ From Base Bid	\$
8	675-007 12" Plastic Sewer Pipe - PVC SDR 26	-414	FOOT	\$ From Base Bid	\$
9	675-007 15" Plastic Sewer Pipe - PVC SDR 26	-377	FOOT	\$ From Base Bid	\$
10	675-007 15" Plastic Sewer Pipe - PVC SDR 26 - Trenchless Construction	-137	FOOT	\$ From Base Bid	\$

GRAND TOTAL BID PRICE 3N (ALTERNATE B) (in figures) \$ _____

GRAND TOTAL BID PRICE 3N (ALTERNATE B) (in Writing) _____

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No. _____
Date: _____

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

Submitted by,

_____ Firm, Corporation, or Individual	_____ Officer's Name and Title (typed)	_____ Telephone Number
_____ Street Address	_____ Officer's Signature	_____ Fax Number
_____ City, State, Zip Code	_____ Date	_____ E-Mail Address
		_____ Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: SUBSTANTIAL - 160 DAYS FROM START OF ON-SITE ACTIVITIES
FINAL – NOVEMBER 15, 2022

LIQUIDATED DAMAGES: \$1,000.00 PER DAY

BOOK 770 PAGE 668

Exhibit D

LAND USE COVENANT

D. J. Land Company, LLC and Providence Greene, LLC have entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at 8 Fifth Street, Wheeling, West Virginia in the First District, Ohio County, West Virginia and more particularly described in a deed of record (Deed Book 744, page 216; Deed Book 744, page 211; Deed Book 730, page 25) in the office of the Clerk of the County Commission of Ohio County, West Virginia. In the Agreement, the current owner of this property, Providence Greene, LLC, hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement. The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Ohio County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial actions required by the Agreement.

NOW THEREFORE, the following restrictions shall apply to this property:

1. The Owner shall prohibit all activities on the property which may interfere with the remedial action required by the Agreement.
2. The Owner shall prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to:
 - a. Removal or compromise of the integrity of existing engineering controls, which must be maintained in perpetuity. Engineering controls include the slab-on-grade building foundations, sidewalks, asphalt pavement, and soil cover (minimum 12 inches thickness).
3. The Owner shall restrict the uses of the property to:
 - a. Provided that existing engineering controls are maintained, site use is not restricted.

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4. The Owner shall provide written notice to the Secretary of the Department of Environmental Protection of the intent to transfer any interest in the property.
5. The Owner shall not convey any title, easement, or other interest in the property without adequate and complete provision for the continued implementation, operation and maintenance of any remedial action that has been implemented on the property pursuant to the Agreement and without assuring prevention of the releases and exposures described in the provisions of paragraph 2, above.
6. The Owner shall grant the West Virginia Department of Environmental Protection and its designated representatives the right to enter the property at reasonable times for the purpose of monitoring compliance with the Agreement, and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities, and inspect records all as provided in the Agreement.
7. The Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.
8. In accordance with the provisions of the Act regarding land use covenants, W. Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves the applicant, its successors and assigns, the Owner and any subsequent successors and assigns of the Owner, and any person identified in W. Va. Code §22-22-18 from all civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.
9. The restrictions and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any future owners, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or release signed by the Secretary and the owner at the time of such modification or release, and filed in the office of the Clerk of the County Commission of the county where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.

10. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.

11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations promulgated by the Secretary or his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the Owner shall record such amendment, modification or termination with the Clerk of the Ohio County Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed

this 11th day of July, 2006.

SIGNED:

David Cooper Jr.
Property Owner
as General Counsel of
DJ Land Company, LLC and
Providence Greenv, LLC

Ken Ellison, Director
Secretary, Department of Environmental Protection

I, Tammy S Greene, a Notary Public in and for the State and County aforesaid, do hereby certify that DAVID COOPER JR., whose name is signed to the writing above, bearing date the 11th day of July, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 11th day of July, 2006
My commission expires 9-19-10

Tammy S Greene

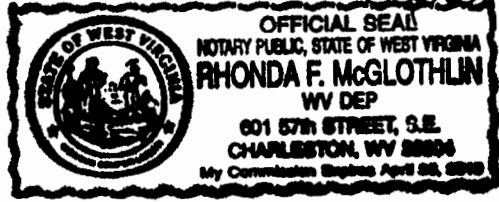


TAMMY S. GREENE
Notary Public, State of Ohio
My Commission Expires 09-19-10

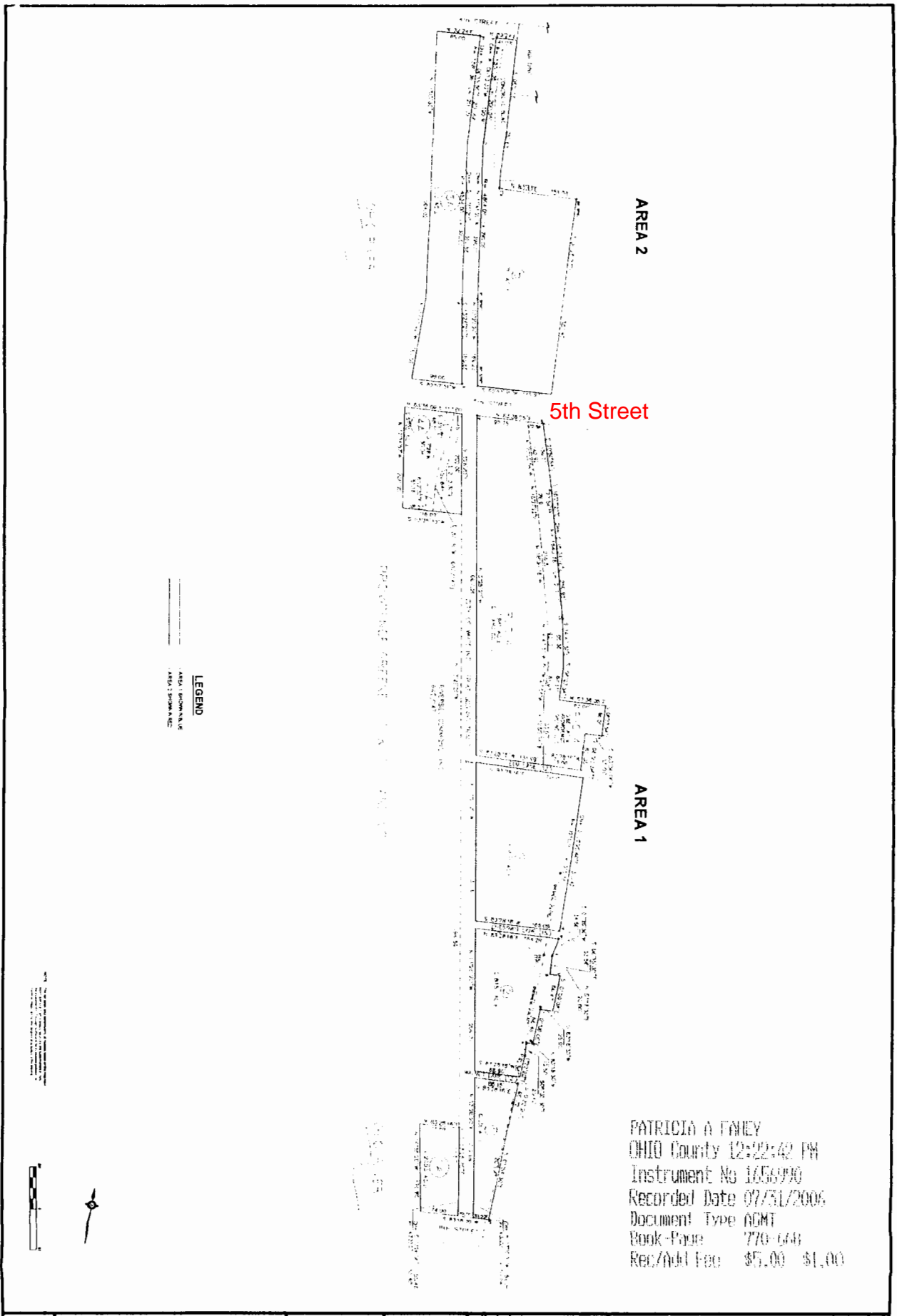
I, Rhonda J. McGlothlin, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison, whose name is signed to the writing above, bearing date the 26th day of July, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 26th day of July, 2006
My commission expires April 26, 2010

Rhonda J. McGlothlin
Notary Public



Please return the recorded document to the Secretary of the WVDEP, Attn: Ken Ellison, Director, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.




AREA 2

5th Street

AREA 1

PATRICIA A FAHEY
 OHIO County 12:22:42 PM
 Instrument No 1656990
 Recorded Date 07/31/2006
 Document Type AGMT
 Book-Page 770-672
 Rec/Adm Fee \$5.00 \$1.00

EXHIBIT A	DJ LAND AND PROVIDENCE PROPERTY WHEELING, WEST VIRGINIA	<table border="1"> <tr><td>DATE:</td><td>JUNE 2006</td></tr> <tr><td>SCALE:</td><td>1" = 40'</td></tr> <tr><td>PROJECT NO.:</td><td>0706</td></tr> <tr><td>FILE NO.:</td><td>SP1656990</td></tr> </table>	DATE:	JUNE 2006	SCALE:	1" = 40'	PROJECT NO.:	0706	FILE NO.:	SP1656990	<table border="1"> <tr><th>No.</th><th>Date</th><th>Number</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	No.	Date	Number																Prepared by:  Marshall Miller and Associates Multiple, Environmental, Software & Engineering, Inc. Wheeling, WV Ludgans, WV Charleston, WV Charleston, WV Charleston, WV Charleston, WV
	DATE:	JUNE 2006																												
SCALE:	1" = 40'																													
PROJECT NO.:	0706																													
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No.	Date	Number																												
SITE MAP - AREAS 1 AND 2																														