

**36th Street, Clator & Elm Terrace
Playgrounds**

City of Wheeling

ARPA Funded Project

February 2024



232028

CITY OF WHEELING OFFICIALS

ADMINISTRATION

Glenn F. Elliott, Jr., Mayor

Robert Herron, City Manager

William Lanham II, Assistant City Manager

John Carlier, Assistant Finance Director

David Pesi, Utility Accountant

Rosemary Humway-Warmuth, City Solicitor

Jared Koski, Engineering Specialist

Andy Harris, Water Pollution Control Superintendent

Lori Siburt, Water Department Superintendent

Michelle Rejonis, Marketing & Community Relations

COUNCIL

Chad Thalman, 1st Ward

Ben Seidler, 2nd Ward

Rosemary Ketchum, 3rd Ward

Jerry Skalvounakis, 4th Ward

Ty Thorngate, 5th Ward

Dave Palmer, 6th Ward

Brenda J. Delbert, City Clerk

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received by the City of Wheeling, WV at the office of the City Manager, 1500 Chapline Street, Wheeling, WV 26003 until 2:30 p.m. on February 27, 2024 and will be opened and read immediately thereafter for the

36th STREET, CLAYTOR, & ELM TERRACE PLAYGROUNDS

ARPA FUNDED PROJECT

COMPLETION DATE: MAY 15, 2024

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com> . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Dollars (\$100.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com>. Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

All bidders are required to have a West Virginia Contractor's License per Sections §21-11-11 of the West Virginia Code and it is to be included with the bid.

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TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	i
Officials Page	ii
Advertisement for Bids/Public Notice to Bidders	iii
Table of Contents	iv - v
SECTION 1 <u>BID DOCUMENTS AND BID FORMS</u>	
Instructions to Bidders	BD.1 - BD.7
City Engineer Memorandum	BD.8
Prices to Include	BD.9
<u>**ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID**</u>	
Form of Non-collusion Affidavit	BF.1
Corporate Resolution	BF.2
Proposed Subcontractors	BF.3
Experience Record	BF.4
Statement of Bidder's Qualifications	BF.5 – BF.7
West Virginia Contractor License	BF.8
Certification of Non-Segregated Facilities	BF.9
Certification of Bidder Regarding EEO	BF.10
Drug-Free Workplace Affidavit	BF.11 – BF.12
Insurance Agent Affidavit	BF.13
Bid Security	BF.14
Proposal Forms – Three Sites	BF.15 – BF.19
Acknowledgement of American Rescue Plan Act Funding Compliance by Contractors and Byrd Anti-Lobbying Amendment Certification	ARPA.1 - ARPA.2
SECTION 2 <u>CONTRACT FORMS</u>	
Notice of Award	CF.1
Contract and Certificates of Fiscal Officer & Legal Counsel	CF.2 - CF.3
Contract Bond, Certificates of Insurance & Worker's Comp.	CF.4
Certificate of Liability Insurance – Sample ACORD 25	CF.5
Supplemental Bond Acknowledgement	CF.6
Notice to Proceed	CF.7
SECTION 3 <u>GENERAL CONDITIONS, EJCDC No. C-700 (2007)</u>	1 – 68
SECTION 4 <u>SUPPLEMENTARY CONDITIONS</u>	SC.1 - SC.10

SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011419	USE OF SITE
011423	ADDITIONAL WORK, OVERTIME
012513	PRODUCT SUBSTITUTION PROCEDURES
013119	PROJECT MEETINGS
013216	CONSTRUCTION PROGRESS SCHEDULE
013223	SURVEY AND LAYOUT
013236	VIDEO MONITORING AND DOCUMENTATION
013323	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326	PRODUCT TESTING AND CERTIFYING
013543	ENVIRONMENTAL PROTECTION
014126	GENERAL REGULATIONS AND PERMITS
014223	INDUSTRY STANDARDS
014323	QUALIFICATIONS OF TRADESMEN
015100	TEMPORARY POWER SERVICE
015136	TEMPORARY WATER AND DISTRIBUTION
015526	TEMPORARY TRAFFIC CONTROL DEVICES
016600	PRODUCT HANDLING AND PROTECTION
016617	MAINTENANCE
017800	FINAL COMPLIANCE AND SUBMITTALS
017821	CLEANING AND PROTECTION
017823	MAINTENANCE MANUALS
017839	PROJECT RECORDS, DRAWINGS

Page No.

SECTION 6 SPECIFIC PROJECT REQUIREMENTS

SR.1

SECTION 7 PREVAILING WAGE RATES

DB.1 – DB.10

Federal Prevailing Wage Rate Determination Schedule

SECTION 8 APPENDIX

Federal Grant Compliance – American Rescue Plan Act of 2021

FGC-ARPA.1 - 3

SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw his bid prior to the opening of bids, he shall state his purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to him unread.
- 1.9 After the opening of bids, no Bidder may withdraw his bid for a period of 90 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work.
 - C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting his bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for his bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in his ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the scheduled quantities of work to be done and materials to be furnished for items labeled as "Contingency" may be increased or diminished by any amount and the awarded quantity of all other items may be increased or diminished up to 15% without in any way invalidating the bid unit prices.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.

PART 5 SUBCONTRACTORS

- 5.1 The Owner reserves the right to limit the total amounts of subcontractors to 60% of the total contract price.
- 5.2 The Bidder shall state on the appropriate bid form the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.3 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw his bid without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.4 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.5 No contractor shall be required to employ any Subcontractor, person or organization against whom he has reasonable objection.

PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying his total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered informal and may be rejected.
- 6.4 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
 - B. Financial ability and soundness of the Bidder and proposed subcontractors.
 - C. Completeness of all bid forms and bid requirements.
 - D. Alternates and unit prices requested in the Bid Forms.
 - E. Unit prices or schedules of values that are or appear to be unbalanced.
 - F. Previous contractual experience with the Owner.
 - G. Whether or not the bid package complies with the prescribed requirements.
 - H. The proposed completion date, if applicable.
 - I. Any other matter allowed by law or local ordinance or resolution.
- 6.5 Owner may conduct further investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.7 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by bid security in the form of a certified or cashier's check or a bid bond in the amount of 5% of the amount bid including all alternates, if any. The certified or cashier's check shall be from a financial institution authorized to transact business in the State of West Virginia and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of West Virginia have an agent licensed to do business in West Virginia. The Surety Company shall be listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 7.2 The certified or cashier's check or bid bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 5% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 5% of the amount of the bid, whichever is less.
- 7.4 Checks for bid security of all bidders will be returned within seven days of the Effective Date of the Agreement.

PART 8 CONTRACT BOND / PERFORMANCE AND PAYMENT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish a Contract Bond AKA a Performance and Payment Bond in the amount of 100% of the awarded Contract Price. The Contractor and his Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms.
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of West Virginia have an agent licensed to do business in West Virginia. The Surety Company shall be listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

The Awarded Contractor and his Surety shall sign the Supplemental Bond Acknowledgement form and submit it with the Contract (Performance and Payment) Bond.

- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 90 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 90-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate or binder and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.
- 11.2 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 ORIGINAL DOCUMENTS

- 12.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 13 ADDENDA

- 13.1 The bidder shall be responsible to obtain Addenda from the web at www.ctconsultants.com/bidinfo/index.html.

END OF SECTION

02/23



MEMORANDUM

TO: All Prospective Bidders
FROM: City Engineer

For your information, the following conditions are applicable for this project.

- 1) A City of Wheeling Contractor's License is required for the successful bidder. Cost is \$15.00 per year Beginning July 1st and will be prorated for less than one year if applicable.
- 2) A West Virginia Contractor's License is required at the time of bidding.
- 3) City of Wheeling contracting privilege tax is \$2.00 per \$100 of values (2%)
- 4) There is a City Service Fee of \$2.00 per week for individuals who work within the City of Wheeling. Copies of the regulations, documents, forms, etc. can be obtained from the City Finance Department or accessed online at wheelingwv.gov. Look in departments, finance, city service fee.
- 5) Tax releases from both City and State must be received before the release of the final payment will be made.
- 6) A 5% bid guaranty is required, see Instructions to Bidders in the contract documents.

If you have any questions concerning this information related to this project, please contact the Engineering Department at (304) 234-3731.

PRICES TO INCLUDE

PART 1 - GENERAL

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid for each Bid Item shall include the following:

- 1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workmen, the general public, and property along the work in accordance with the Contract Documents.
- 1.6 Protection and/or replacement of existing property corner monuments.
- 1.7 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.8 Erosion control measures, as required to prevent the erosion of soil resulting from the work outlined in the project documents.
- 1.9 Pavement removal required for the installation of new pipe and removal of existing pipe.
- 1.10 Flap gates installed as part of the storm sewer system.
- 1.11 Outside drops for sanitary manhole.
- 1.12 Abandonment of existing sewers, bulkheads, blind connects, and masonry collars required for the installation of the proposed sewer.
- 1.13 All provisions required for connection of the proposed sewer system to an existing structure, including grout, sealants, coring, fittings, patching and reshaping of the existing flow channel.
- 1.14 Any locations on the plans where it is indicated to expose an existing utility, the cost for potholing, exposing, and excavation.