

Project Manual and Bid Documents

City of Ranson 2017 Street Paving Projects

City of Ranson, West Virginia



Bids Close: **June 30, 2017 @ 11:00 a.m.**
City of Ranson
312 S. Mildred Street
Ranson, West Virginia 25438

Projects:

1. **Evitts Drive** - From McDonald Street to end of cul de sac (180 LF; width varied)
2. **W. Fourth Avenue** - From McDonald Street to Lancaster Circle (2000 LF; 20 ft. wide)
3. **E. Sixth Avenue** - From Mildred Street to Fairfax Boulevard (510 LF; 20 ft. wide)
4. **E. Second Avenue** - From S. Fairfax Blvd. to Reymann Street (1860 LF; 40 ft. wide)
5. **N. Reymann Street** - From E. Seventh Avenue to N. Fairfax Blvd. (425 LF; 20 ft. wide)
6. **Samuel Street** - From City line to S. Fairfax Boulevard (300 LF; 20 ft wide)

NOTICE

INVITATION TO BID: The City of Ranson Public Works Department is seeking sealed bids for the asphalt paving of a number of streets at various locations throughout the City. Bids must be submitted in a sealed envelope clearly marked "STREET PAVING PROJECT BID" on the outside. Bids will be accepted until 11:00 a.m. on June 30, 2017, at Ranson City Hall, 312 S. Mildred Street, Ranson, WV 25438. Detailed specifications are available at <http://cityofransonwv.net/351/City-Bid-Opportunities>. Any questions concerning the bid specifications should be directed to Bill Silveous, Public Works Director, at 304-724-3875 or by email at bsilveous@ransonwv.us. The City shall award the contract or reject all bids within thirty (30) days, unless there has been an agreed extension. The City of Ranson reserves the right to accept or reject any and all bids, waive any informality in the bidding process and accept the bid that is in the best interests of the City of Ranson. The City of Ranson also reserves the right to reduce or eliminate the scope of work once bids are received.

Each bid must be accompanied by a bid bond, or a certified check or a cashier's check made payable to the City of Ranson, West Virginia as a guarantee that if the contract is awarded to the bidder, that the bidder will enter into a contract and will furnish a performance bond equal to the amount of the contract, for the faithful performance of said contract within twenty (20) days of the award date. For the bid to be accepted, the bid bond must be included with the current bidding forms and shall not be less than 10% of the amount bid. All bid bonds and performance bonds must comply with the provisions of WV Code 33-19-1 and 33-12-7 including the requirement regarding counter-signature of the bond by a Licensed West Virginia resident agent of the insurer. In the event that a cashier's check or certified check is used, it is necessary that a certificate of surety accompany it to guarantee the furnishings of the above required performance bond

Women and minority-owned businesses are encouraged to submit proposals.

Bill Silveous
Director, Public Works

**CITY OF RANSON STREET PAVING
GENERAL TERMS AND INSTRUCTIONS TO BIDDERS
TERMS AND CONDITIONS OF PROPOSAL**

The intent of this proposal is to establish costs for the preparation, repair and hot-mix asphalt (HMA) paving of streets. Successful bidder will be determined by the City of Ranson based on ability to comply with attached specifications and project cost. Proposals are to be submitted in person or via mail by the specified time to the City of Ranson, 312 S. Mildred Street, Ranson, WV 25438. Post-marked submissions received after specified date and time will not be accepted.

GENERAL REQUIREMENTS

1. The successful bidder, upon his/her failure to execute and deliver the contract and performance bond in the amount of 100% of the bid price required within twenty (20) days after he/she has received notice of acceptance of bid, shall forfeit to the City as liquidated damages for such failure or refusal the security deposited with the proposal.
2. Bidders shall be experienced in the kind of work required to be performed, have the necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who have previously failed to complete contracts within the time required, or have previously performed similar work in an unsatisfactory manner, or who do not have the required equipment or capital to properly execute the work may be rejected.
3. Bids shall not be based upon the use of materials that do not comply with the requirements of the specifications or which cannot be secured in the quantity desired, within the time required for the intended use thereof. Bidders shall secure the status of all materials that have to be used before submitting a bid. Bids that are based upon materials that do not comply with the requirements of the specifications may be considered irregular. The successful bidder, when requested by the City, shall furnish a statement within five (5) days upon receipt of such a request giving the name, location and source of supply of the various materials upon which his bid was based and that will be used in the work. The Contractor shall obtain the City's written approval of the materials he/she intends to use before any orders are placed or delivery made of said materials. In making requests for said approval, the name of the producer, location of supply, method and date of initial shipments, proposed use, etc., should be given. All orders placed for materials shall state the official name of the job which said materials will be used, also the exact size or grade wanted and the intended use as defined in the specifications, instructions to bidders or as shown on the plans. All work performed and materials furnished by the contractor, which do not comply with the requirements, therefore, shall be repaired or replaced as ordered by the City. When defective work is ordered repaired, the method and manner of making said repairs shall be in a manner satisfactory to the City. No material which has been rejected, the defects of which have been corrected or removed, shall be used

until approval has been given therefore by the City. Condemned material shall be removed at once from the site or the immediate vicinity of approved materials when so ordered.

4. The Contractor shall attend to every part of the work personally or through a competent superintendent or work manager who must be kept on the work site and be authorized to receive instructions in the absence of the Contractor. Contractor shall employ only competent persons to do the work. They must be experienced and skilled in the particular kind of work they are expected to perform. They must perform their work in a neat and workmanlike manner, and in strict compliance with the requirements of the specifications or instructions of the City.
5. The City, by written notice to the Contractor, may suspend all work or any portion thereof, if in the City's judgment said work cannot be properly pursued for any reason whether within or without the control of the Contractor.
6. Contractor's attention is called to the fact that within the work area, there may exist undisclosed or subsurface pipes, structures and other appurtenances. Said subsurface pipes, structures and appurtenances may or may not be owned by the City. The City will furnish the Contractor with whatever information that it has available concerning the size, depth and horizontal location of such subsurface pipes, structures and appurtenances, but shall not be liable or responsible for the accuracy or completeness of said information. The Contractor shall not, under any circumstance take it upon him to move, alter, brace, or in any other way, affect aboveground utility company facilities. It shall be the responsibility of the Contractor to arrange and pay for, if so required, the bracing, holding, reinforcing, encasement, relocation or removal by the utility company whose facility is affected. If any water mains, gas mains, or conduits or other existing structures are broken, injured or caused to leak by reason of the construction of the work or any part thereof, the Contractor will give immediate notice to the proper parties having such structures in charge, and such parties shall cause such leaks, breaks or injury to be repaired. The expense of such work shall be paid by the Contractor. If not paid within thirty (30) days thereafter, an amount sufficient to fully pay the cost thereof shall be retained by the City from any monies due or that may become due to said Contractor.
7. The Contractor shall not enter upon or make use of any private property along the line of the work, except when permission is secured in writing from the owner. The Contractor will be held responsible for all damages or injury done by those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the owner, such real or personal property as was damaged by those in his employ during the execution of the work. Failure by the Contractor to repair and/or restore said damaged real or personal property, the City may notify the contractor of the City's intention to have said repair or restoration made and deduct

the cost of same from any monies that are due or shall become due the Contractor under this contract.

8. The work shall be coordinated with City's representative to minimize disruption of normal activities. Contractor shall provide a continuous workforce to the project unless weather conditions prevent proper application or unless the City gives prior approval. In case the Contractor shall be delayed due to the failure on the part of the City to furnish anything on its part or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the completion of the work as in the judgment of the City, shall be fair and just.
9. Because of the City's requirement to maintain pedestrian access during this project, the Contractor shall take all precautions necessary to provide a safe alternate route for pedestrian traffic.
10. The Contractor shall indemnify and hold harmless the City of Ranson from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
11. The Contractor shall take all precautions to protect the work area, its contents, and employees from damage from the work and the weather during construction. Traffic control signs, devices and flaggers are to be provided in accordance with West Virginia Division of Highways standards.
12. Insurance Policies: The minimum amounts of insurance to be carried by the contractor shall be as follows:
 - a. Public Liability and Property Damage Insurance, including Contingent Liability and Contractual Liability Insurance: A combined single limit of \$1,000,000 per occurrence for personal injury with a \$2,000,000 annual aggregate.
 - b. Automobile Liability Insurance: \$1,000,000 per accident.

If any part of the work is sublet, insurance of the types and limits as provided in the sample above, shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform. One certified copy of the

Contractor's protective public liability and property damage insurance policy, including contractor's protective public liability and property damage insurance and contractual liability insurance, all with the necessary endorsements attached, shall be forwarded to the City for review and approval before the Contractor or sub-contractor will be permitted to begin work.

All policies required under this contract shall include an endorsement requiring ten (10) days prior written notice to the City before any changes or cancellation is made effective. All of the insurance noted above shall provide protection for the City, its representatives and employees and others lawfully on its property, and shall be maintained until completion of the work.

If all or any portion of the work to be performed under this contract, is designated to occur on or pass through, under or over, other than lands owned by the City or public rights-of-ways, the Contractor shall cause to include the owner or owners of said private property in all insurance coverage's as are required by the City. The prospective bidder shall note the above provisions and shall ascertain the cost to him/her of all the required insurance policies before submitting his/her bid. No separate payment will be made for the cost of the insurance herein specified, but the Contractor shall include the cost of such insurance in the prices bid for the various items scheduled in the proposal.

13. The Contractor shall remove waste materials in a timely manner to prevent waste materials from accumulating and from leaving the immediate construction areas, via winds, rain, etc.
14. Site Investigation. The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site.
15. The Contractor shall begin work immediately after the execution of the contract by the contractor and the City shall continue, without interruption, until the work is completed, except as herein provided. All work in this project is strongly desired to be completed on or before **October 1, 2017**. The Contractor shall not perform any work not designated in the contract unless written orders have been previously given as herein provided; neither shall the Contractor perform any work herein specified in any manner other than that herein specified. Unauthorized work will be condemned, and must be removed and replaced at the Contractor's expense, unless otherwise ordered by the City in writing.

16. Prevailing Wages; Davis-Bacon Not Applicable. This contract shall not be subject to WV prevailing wage or federal Davis-Bacon.
17. Tax Exempt Status. The City is exempt from all Federal and State Taxes. The bid shall not include a tax for work/supplies/materials being bid.
18. Non-Collusion / Affirmative Action. Each bid must also be accompanied by a properly executed Non-Collusion Affidavit certificate respecting compliance with Title VII of the U.S. Civil Rights Act of 1964. Each proposal must be accompanied by a properly executed Affirmative Action Plan Affidavit respecting compliance with federal law.
19. Required Licenses. Contractors must possess a valid West Virginia state contractor's license and a City business license. **Copies of West Virginia licenses are required to be submitted with bid documents.**
20. Payment. Monthly requests for payment shall be allowed. Application for payment shall be made to the City with an original invoice attached for the work/materials/supplies accepted in the bid award. The request for payment should be submitted at least twenty (20) working days prior to the expected payment date.
21. The City of Ranson contractually reserves the right at all times to change quantities, provided that said quantities changed, multiplied by the unit price bid would not change the determination of the low bidder to the total bid price of each bidder. The exact quantity, as constructed, may vary from the estimated amount.
22. Payable Quantities. The quantity for which payment is made will be the areas actually constructed as directed by the City Public Works Director.
23. The inspection of the work will not relieve the Contractor of any of his obligations to fulfill this contract as herein prescribed and defective work and/or materials shall be replaced and unsuitable materials will be rejected notwithstanding that such work and materials have been overlooked by the City and accepted or estimated for payment. If the work or any part thereof is found defective at any time before the final acceptance of the entire project, the Contractor shall forthwith correct such effect or defects, in a manner satisfactory to the City.
24. The Contractor shall plan and execute his work in such a manner so as to provide for safe and reasonable passage of both vehicular and pedestrian traffic over existing streets and/or sidewalk areas within the limits of the contract work. All traffic control methods and devices must comply with the West Virginia Division of Highway Manual, "Manual on Temporary Traffic Control for Streets and Highways", 2006 Edition. When designated by the City, certain or specific areas within the contract limits shall be maintained for traffic, free of obstructions and reasonably smooth at all times.

25. The contractor shall provide for access for emergency vehicles and personnel such as police, fire departments, ambulance, medical and public utilities at all times. At no time shall any residences or other types of structures be precluded from access by the above referred to project.
26. Contractor is responsible for coordinating efforts to notify vehicle owners of parking restrictions to facilitate contract work.
27. Fire hydrants shall be accessible at all times. No materials shall be placed or stored within ten (10) feet of any fire hydrant.
28. Contractor must provide a work schedule at the beginning of each workweek for the activities expected for the next two weeks.
29. In the following standard specifications, unless otherwise noted, references to other sections of specifications is meant by default to refer to the corresponding sections of WV Division of Highways Standard Specifications, Roads and Bridges, adopted 2000 and as amended.
30. Contactor is responsible for providing manhole and water crock risers, where applicable, to ensure manholes and water crocks are even with new asphalt surface.

**CITY OF RANSON STREET PAVING
SCOPE OF WORK
SUPPLEMENTAL CONDITIONS AND REQUIREMENTS**

1. Standard Specifications for this Project:

- Adopted and incorporated by reference:
 - i. “West Virginia Division of Highways, Standard Specifications, Roads and Bridges”; adopted 2000.
 - ii. “West Virginia Division of Highways, Supplemental Specifications, Roads and Bridges” issued January 2009.

Publications available online at:

<http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx>

The Public Works Director has limited authority to uphold, modify and/or waive standards in order to complete the construction in a competent, safe and timely manner that will best serve the public.

- The work shall include but is not limited to the Contractor providing sufficient equipment, materials and labor as necessary to perform pavement repairs within the work zone.
- Prior to mobilizing or commencing work, the Contractor shall receive approval from the City Public Works Director for work methods used for pavement repairs.
- Repairs will be identified and paint-marked by the City Public Works Director and/or authorized agent. Work methods that remove excess pavement area and/or depth shall be incidental to payable quantities approved by the City Public Works Director.
- Open street excavations or similar hazards left overnight shall be suitably protected by steel plates or be located behind approved barriers.
- The contractor should consider maintaining at least one lane of traffic to accommodate vehicles.
- Site shall be prepared (grading, compacting, etc) prior to paving. This preparatory work shall be incidental.
- Paving material shall conform to WVDOH standards.
- Due to city streets typically containing underground utilities that may be of various materials and ages, the use of vibratory compaction rollers is strongly discouraged.

2. **Project Scope of Work:** Intended activities for each street are described below and are provided for information purposes only and City will reply upon Contractor's knowledge and skill to complete projects appropriately.

Contractor is encouraged to measure for accuracy and inquire if clarification is necessary.

1. **Evitts Drive – From McDonald Street to end of cul de sac**

- Varied width
- Furnish and apply asphalt surface course at 1 ½" average thickness
- Approximately 180 linear feet.

2. **W. Fourth Avenue – From McDonald Street to Lancaster Circle**

- Generally 20 feet wide
- Furnish and apply asphalt surface course at 1 ½" average thickness
- Approximately 2,000 linear feet.

3. **E. Sixth Avenue – From Mildred Street to Fairfax Boulevard**

- Generally 20 feet wide
- Furnish and apply asphalt surface course at 1 ½" average thickness
- Approximately 510 linear feet.

4. **E. Second Avenue – From S. Fairfax Blvd. to Reymann Street**

- Generally 40 feet wide
- Mill, where necessary, adjacent to curbs
- Furnish and apply asphalt surface course at 1 ½" average thickness
- Approximately 1,860 linear feet.

5. **N. Reymann Street - From E. Seventh Avenue to N. Fairfax Blvd.**

- Generally 20 feet wide
- Furnish and apply asphalt surface course at 1 ½" average thickness
- Approximately 425 linear feet.

6. **Samuel Street – From City line to S. Fairfax Boulevard**

- Generally 20 feet wide
- Furnish and apply asphalt surface course at 1 ½" average thickness
- Approximately 300 linear feet.

Total Estimated Linear Footage of all projects: 5,275 LF.

Contractor strongly encouraged to verify measurements in the field and observe painted start and end marks.

**CITY OF RANSON STREET PAVING
BID FORM AND PROPOSAL**

To the Mayor and City Council
City of Ranson
Ranson, West Virginia 25438

I _____, Contractor, hereby declares that he/she is, or they are, the only persons, interested in this proposal as principal, or principals, and that no other person than herein above named has any interest in this proposal or in the contract proposed to be taken; that this proposal is made without any connection with the person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and without collusion or fraud, and that no officer nor any person in the employ of the said City is directly or indirectly interested in this proposal, or in the supplies or work to which it relates, or in any portion of the profits thereof; that he/she has or they have, examined the Notice to Bidders, General Terms and Instructions to Bidders and Terms and Conditions of Proposal, Standard Specifications and Supplemental Guidelines, herein referred to and hereto attached and that he/she proposes and agrees, or they will, contract to provide the specific work/materials/supplies for the respective items listed below, which prices and payment shall be full compensation for furnishing all the materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies, and incidentals necessary to complete street construction at the following prices to wit;

Projects	Estimated Cost
1. <u>Evitts Drive – From McDonald Street to end of cul de sac</u> <ul style="list-style-type: none">• Varied width• Furnish and apply asphalt surface course at 1 ½” average thickness• Approximately 180 linear feet.	\$ _____
2. <u>W. Fourth Avenue – From McDonald Street to Lancaster Circle</u> <ul style="list-style-type: none">• Generally 20 feet wide• Furnish and apply asphalt surface course at 1 ½” average thickness• Approximately 2,000 linear feet.	\$ _____
3. <u>E. Sixth Avenue – From Mildred Street to Fairfax Boulevard</u> <ul style="list-style-type: none">• Generally 20 feet wide• Furnish and apply asphalt surface course at 1 ½” average thickness• Approximately 510 linear feet.	\$ _____

4. **E. Second Avenue – From S. Fairfax Blvd. to Reymann Street**

- Generally 40 feet wide
- Mill, where necessary, adjacent to curbs
- Furnish and apply asphalt surface course at 1 ½” average thickness
- Approximately 1,860 linear feet.

\$ _____

5. **N. Reymann Street - From E. Seventh Avenue to N. Fairfax Blvd.**

- Generally 20 feet wide
- Furnish and apply asphalt surface course at 1 ½” average thickness
- Approximately 425 linear feet.

\$ _____

6. **Samuel Street – From City line to S. Fairfax Boulevard**

- Generally 20 feet wide
- Furnish and apply asphalt surface course at 1 ½” average thickness
- Approximately 300 linear feet.

\$ _____

Total Estimated Linear Footage of all projects: 5,275 feet.

Contractor encouraged to verify measurements.

TOTAL ESTIMATED COST \$ _____

ADDENDA

The Bidder acknowledges receipt of the following Addenda issued during the bid period and acknowledges that the provisions set out in the issued Addenda form part of these contract Documents and Specifications and further acknowledge that the total lump-sum firm price includes the provisions set out in the issued Addenda. If no addenda were received prior to the time of bid indicate below by the placement of "NONE".

Addendum No. ____ Dated _____
Addendum No. ____ Dated _____

Contractor Signature

Printed Name

Telephone Number

Printed Title

Fax Number

Printed Company Name

City of Ranson Business License #

Address

Anticipated Start Date

Anticipated Substantial Completion Date

Provide the following items with proposal: (1) Bid Forms; (2) Bid bond for 10% of estimate; (3) Certificate of Insurance; (3) Ranson Business License; (4) West Virginia Business Registration. LIST BELOW THE NAMES AND ADDRESSES OF ALL SUBCONTRACTORS TO BE USED IN THIS PROPOSAL:

NAME	ADDRESS	STATE AND CITY LICENSE NUMBERS
_____	_____	_____
_____	_____	_____

(Name of Prime Contractor)

Signed _____

Title _____

Signed and sealed this _____ day of _____, 20__

**CITY OF RANSON STREET PAVING
AFFIDAVIT OF NON-COLLUSION**

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS
PROPERLY AUTHORIZED AGENT

State of _____, County of _____

(Name of Authorized Individual Making Bid)

residing at _____, being duly sworn does depose and
say that _____,

(Give Name of Bidder or Bidders)

(Business Address)

and, _____
(Give Names and Addresses of All other persons, firms or corporations interested)

is or are the only person or persons interested with sharing in the profits of the herein
contained Bid; that the said Bid is made without any connection or interest in the profits
thereof with any other persons making any bid or proposal for said work; that said bid is on
our part, in all respects fair and without collusion and fraud; and also that no member of,
head of any department or Bureau, or employee therein, or any Officer of the City of Ranson,
County of Jefferson is directly or indirectly interested therein.

(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this _____ day of _____,

Before _____
(Notary Public)

My Commission Expires: _____, 20____.

**CITY OF RANSON STREET PAVING
CERTIFICATE EQUAL OPPORTUNITY EMPLOYMENT**

The undersigned contractor does hereby certify to the City of Ranson that it complies in all respects with the provisions of the equal employment opportunity provisions of Title VII of the United States Civil Rights Act of 1964, as amended and supplemented, and that it does not practice discrimination in employment because of race, color, religion, sex or national origin.

By: _____

Title: _____

Printed Name: _____

Company: _____

Address: _____

Telephone: _____

WITNESS:

Secretary

Date