



**Request for Proposal  
RFP 2020-019**

2020 Pile and Lagging Retaining Wall Project for the Engineering Department  
for the  
City of Charleston, WV

**E10/20-129U**

Nancy Bliss  
Interim Purchasing Director  
City of Charleston  
P: (304) 348-8014  
F: (304) 348-8157  
[bids@cityofcharleston.org](mailto:bids@cityofcharleston.org)

**Please be sure the following documents are included in this bid package:**

1. Purchasing Affidavit
2. Purchasing Affidavit for Local Vendor Preference (If applicable)
3. Signed Protest Page
4. Addendum Acknowledgement Form, if an addendum was issued.
5. List of Stockholders
6. Bid Surety Bond
7. Signed Drug Free Workplace Affidavit

## INTENT

The intent of this project is to correct several roadway embankment slips located in the City of Charleston. The corrections will be made by means of drilled soldier pile retaining walls with concrete lagging installed in accordance with plans and specifications detailed in this document. The wall locations include Ledgehill Drive and Atlee Drive.

The work shall consist of the Vendor furnishing all materials, equipment and labor necessary for the satisfactory completion of this project. All materials, equipment, and workmanship shall be in accordance with the West Virginia Department of Transportation, Division of Highways, Standard Specifications for Roads and Bridges, 2017, as amended.

The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the City of Charleston. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The City of Charleston, West Virginia (hereinafter called the City) invites bids on the attached forms. Sealed bids will be received until:

**10:30am, Tuesday, July 14, 2020**

The bidding will then be closed. The bid opening will be held 30 minutes after the bids are closed. The bid opening will stream live by video conferencing.

Here is the video conferencing link:

<https://us02web.zoom.us/j/84681748481>

Here is the access by telephone if you would like to participate this way:

**(929) 436-2866**

**Meeting ID: 846 8174 8481**

All bidders are invited to participate in the video bid opening.

The City will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined and may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be opened. No bidder may withdraw a bid after the actual bid opening.

## 2. Preparation of Bid

Whereas, mail and package deliveries have been delayed or interrupted during the public facility closures, which limit the ability for the City to reliably receive bid documents from bidders participating in the City's public procurement process, White Law Offices PLLC will receive bids on behalf of the City to ensure the utmost integrity in the procurement.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and **name of the project** for which the bid is submitted with the **bid opening date and time**.

**BY MAIL:** Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed to:

**White Law Offices PLLC – Bid Agent  
600 Kanawha Boulevard, East, Suite 201,  
Charleston, West Virginia 25301**

In addition, the name of the bidder should appear in the upper left-hand corner, with the **name of the project** and the **bid opening date and time** marked plainly on **both envelopes**. This is to ensure the bid being received at the proper location by the proper bidding time and will prevent accidental opening of the main bidding package. **Each package shall include two (2) copies of the vendor's proposal.**

**BY EMAIL:** Bids may also be submitted electronically to the following email address:

[bidagent@whitepllc.com](mailto:bidagent@whitepllc.com)

## 3. Addenda

All questions pertaining to the specifications shall be submitted in writing to Interim Purchasing Director, Nancy Bliss via email to [bids@cityofcharleston.org](mailto:bids@cityofcharleston.org) no later than **10:00am, Thursday, July 2, 2020**. Questions submitted will then be compiled and answered in an addendum to be issued no later than **5:00pm, Thursday, July 2, 2020**. The City of Charleston will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to this RFP can be given. If any addenda are issued to this RFP, the Interim Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Interim Purchasing Director via phone at (304) 348-8014, by email to [bids@cityofcharleston.org](mailto:bids@cityofcharleston.org), or by checking the City of Charleston Website at <https://charlestonwv.gov/bids-purchasing/current-bids>, to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

#### **4. Bid Surety Bond**

Each bid must be accompanied by a bid surety in the form of a cashier's or certified check, or a bond written by a company licensed to do business in West Virginia, in the amount of 5% of the total bid for the project. The bid surety shall be made payable to the City of Charleston.

The bid surety will be forfeited to the City if the Contractor fails or refuses to execute and deliver the contract and construction bond. All bidders will receive a full refund upon execution of the contract.

#### **5. Method of Award**

The City Council or City Manager reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the City. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed.

#### **6. Mandatory Pre-Bid Conference**

A **mandatory** pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications will be held in the City Engineering Office at 114 Dickinson Street at **2:00 pm, Tuesday, June 30, 2020.**

#### **7. Stockholders**

A list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

#### **8. Equal Employment Opportunities**

All bidders acknowledge and agree that, in the performance of any City contract, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.

#### **9. Immigration Reform and Control Act (IRCA)**

All bidders in connection with the performance of this project shall certify that they are in complete compliance with the above noted Act.

#### **10. Payment Terms**

Payment terms are net 30 days from the first or fifteenth day of the month for invoices received by the first or fifteenth day of the month. The Contractor shall supply a certified payroll with each invoice submitted. Mail invoices to: City Engineer, City of Charleston, P.O. Box 2749, Charleston, WV 25330. Hand deliver

invoices to: 114 Dickinson St., Charleston, WV. An acceptance letter/final invoice must be reviewed and signed by an authorized representative of the Department responsible for payment.

## **11. Local Vendor Preference**

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

- (1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
- (2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

## **12. Business & Occupation Tax**

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at [botax@cityofcharleston.org](mailto:botax@cityofcharleston.org).

**NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.**

## GENERAL CONDITIONS

- Bid shall be delivered F.O.B. to: White Law Offices PLLC – Bid Agent, 600 Kanawha Blvd, East, Suite 201, Charleston, West Virginia, 25301, or emailed to: [bidagent@whitepllc.com](mailto:bidagent@whitepllc.com)
- **Equipment Delivery Information if needed.**
- Only new equipment will be accepted. No factory refurbished, display or used equipment is allowed. All manuals, warranties and agreements must arrive at the time the equipment is delivered.
- Bidder shall state on bid proposal form number of days allowed for delivery of equipment following date of firm order. Time is of the essence with regard to this project. Therefore, the completion date will be considered in deciding the successful bidder. The successful bidder will be held accountable to honor the delivery date.
- **Only one bid will be accepted from each vendor.**
- The unit will not be accepted by the City if all specifications and any other requirements have not been met. Return of the equipment, if necessary, will be at the expense of the bidder.
- Any deviations from the bid specifications must be included on a separate sheet and attached to the bid form.
- Enclose with this bid proposal all manufacturer brochures, all warranty agreements on equipment proposed, a list of the company's stockholders, the city's Purchasing Affidavit and any other documents as required by the City and described in this document. Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal. **Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the bid submission.**
- Per City Code, facsimile, telephonic or oral bids will not be accepted.
- Debarred vendors may not submit bids or be awarded contracts.
- The City of Charleston is exempt from state and local taxes.
- The City Council or the City Manager reserves the right to reject any and all bids.
- Contract and Contract Documents

The Contract includes the invitation for bids, proposal, contract form, contract bond, specifications, special provisions, plans, notice to proceed, any change orders and other supplemental agreements that are required to complete the construction of the work in an acceptable manner.

Specifications shall include applicable sections of the West Virginia Department of Transportation Division of Highways Standard Specifications for Roads and Bridges, Adopted 2017 (WVDOH Specifications), including the most recent supplemental specifications and the Standard Details Book, Volume 1, Drainage, Guardrail, Pavement, Fence, and Markers, Issue Date: May, 2016 (WVDOH Standard Details).

The quantities listed in the contract documents are estimates. The City will pay for quantities actually in place. The City reserves the right to vary the quantities up to 50 % with no change in unit price, except for optional items that may or may not be completed as part of this project.

- **Materials, Services, and Facilities**

The Contractor shall provide and pay for all materials, labor, tools, equipment, and all other services and supplies to complete the project in the specified time except as noted in the Contract Documents.

- **Surveys, Permits, and Regulations**

Survey/Grade information is provided for informational purposes only. The Contractor shall verify existing information and obtain additional information as necessary. The Contractor shall establish horizontal and vertical control as necessary for proper layout of the work.

- **Contractor's Obligations and Retainage**

The Contractor agrees to indemnify, defend and hold the City harmless against any property damage or personal injury claim as a result of any activity resulting from this project. The Contractor shall carry general liability insurance in amounts equal to or in excess of \$1,000,000 per occurrence/claim and shall name the City as an additional insured on its liability policy.

The Contractor shall remove all debris and leave the site in a clean and orderly condition following the completion of the work. The City will hold a 10% retainage pending final acceptance of the job.

The Contractor shall guarantee that his work is free from defects for one (1) year after acceptance of the project by the City.

- **Weather Conditions**

In the event of temporary suspension of work due to inclement weather, or whenever the Engineer shall direct, the Contractor shall, and then cause his subcontractors to carefully protect their work and materials against damage or injury. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or his Subcontractors to protect their work, such materials shall be removed and replaced at the expense of the Contractor.



- Responsibility of Avoiding Structures

The Contractor shall assume full responsibility for the protection of all property in the vicinity of the project. The Contractor shall notify the Engineer if their work encroaches on structures in the area of the project. The contractor is responsible for all tree trimming within the City Right of Way that interferes with the installation of the pile and lagging wall construction. This work shall require prior approval from the City Engineer or his/her authorized representative. The Contractor shall replace or repair anything damaged as a result of his work at no additional cost to the City. The Contractor shall be responsible for notifying all utility companies prior to any construction and shall also be responsible for having any utility lines, valves, meters, manholes, etc. relocated or adjusted that may interfere with the completion of this project. The cost and scheduling of utility relocations shall be included in the base bid and shall be performed at no additional cost to the City.

- Traffic Control

It shall be the responsibility of the contractor to notify the City Traffic, Parking & Transportation (TPT) Department, the City Engineer's Office and the local residents of traffic and parking disruptions prior to beginning work. This work shall include barricades, flashing lights, flaggers, etc. on site to ensure public safety.

Traffic may be closed to through traffic from 8:30 a.m. to 4:00 p.m. on Atlee Drive, the contractor and City shall work with the property owners to coordinate necessary ingress and egress.

The contractor shall provide access during emergency situations and the roads shall be reopened after the above referenced work hours.

- Cleanup

It shall be the responsibility of the contractor to keep the construction area clean from trash and debris at all times. The final cleanup shall be reviewed by the City Engineer prior to final payment.

- Superintendence by Contractor

The Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor.

- Changes in Work

No changes in the work will be allowed without prior approval of the City. Changes will be accounted for by unit bid prices, an agreed lump sum, or the actual cost of labor, materials, rental costs, and other applicable costs.

- Time of Completion

The project shall be substantially complete within 3 months after the Notice to Proceed is issued.

- Payment and Performance Bonds

At the time of the execution of this contract, the successful bidder shall execute and deliver to the City Payment and Performance Bonds payable to the City of Charleston, both in the amount of **one hundred percent (100%)** of the contract price. As an alternate, the successful bidder may furnish cash bonds or U.S. Government Bonds in the amount of **one hundred percent (100%)** of the contract price for each of the Payment and Performance Bonds. Firms may also elect to provide the City with an irrevocable standby Letter of Credit in the amount of **two hundred percent (200%)** of the contract price, with the City as beneficiary, issued by a reputable lending institution with terms satisfactory to the City and its legal counsel in lieu of performance and payment bonds.

- Licenses

Bidders must be licensed contractors by the State of West Virginia and licensed to do business in the City of Charleston.

**Schedule for 2020 Pile and Lagging Retaining Wall Project RFP 2020-019**

<b>Description</b>	<b>Date</b>
Advertisement	<b>Tuesday, June 23, 2020 and Tuesday, June 30, 2020</b>
Pre-bid Meeting	<b>Tuesday, June 30, 2020, 2:00 pm</b> City Engineers Office
Bid Opening	<b>Tuesday, July 14, 2020, 11:00 a.m.</b>
Award	Tentatively <b>Monday, July 20, 2020</b>
Notice to Proceed	Tentatively <b>Monday, July 27, 2020</b>

This schedule is based on award of the contract by Charleston City Council on Monday, July 20, 2020.

## **DETAIL SPECIFICATIONS**

The wall locations include Ledgehill Drive and Atlee Drive.

The Ledgehill Drive retaining wall alignment is approximately 72 linear feet and consists of HP 10x42 piles approximately 38 feet in length. The piles are to be installed on 4'-0" centers with lagging extending ten (10) feet below the original ground level along the shoulder of the road. The precast concrete lagging is estimated to be 720 square feet and the total linear footage of HP10x42 pile is estimated to be 760 linear feet. A continuous HP6x28 steel wale shall be installed two (2) feet below the top of the wall.

The Atlee Drive retaining wall alignment is approximately 60 linear feet and consists of HP 10x42 piles approximately 40 feet in length. The piles are to be installed on 4'-0" centers with lagging extending ten (10) feet below the original ground level along the shoulder of the road. The precast concrete lagging is estimated to be 720 square feet and the total linear footage of HP10x42 pile is estimated to be 640 linear feet. A continuous HP6x28 steel wale shall be installed two (2) feet below the top of the wall.

### **3.01 Mobilization**

#### 3.01.01 Description

This work shall consist of the preparation for construction, movement of personnel, equipment, and materials to the project site. This item also shall include site preparation, clean-up and demobilization. The price bid for Item 3.01 - Mobilization shall not exceed 5% of the Project Total.

#### 3.01.02 Materials & Methods

Equipment and material shall be transported and delivered to and from the site. The Contractor shall remove all debris and leave the site in a clean and orderly condition before, during and following the completion of the work. Site shall be in existing conditions or better after cleanup and demobilization.

#### 3.01.03 Measurement & Payment

Mobilization will be measured and paid on a lump-sum basis. The City will hold a 10% retainage pending final acceptance of the job. No decrease or increases will be made on this item bid price regardless of the decrease or increase in the final total contract amount or for any other cause.

### **3.02 Predrilled Soldier Piles HP10x42**

#### 3.02.01 Description

This work includes but is not limited to installation of drilled piling for soldier pile retaining walls. Refer to SECTION 614 PILING of the WVDOT Specifications for detailed information.

### 3.02.02 Materials & Methods

All piles shall be placed in pre-drilled holes a minimum of 20 inches in diameter or 2 inches greater than the diagonal measurement of the pile, at the spacing intervals associated with each location and aligned according to WVDOT Supplemental Specifications. Piles shall be embedded into bedrock a minimum of 10 feet or 1/3 the pile length, whichever is greater, and grouted with 4000 PSI concrete. The Ledgehill Drive project requires a minimum pile embedment of 12 feet or 1/3 the pile length, whichever is greater, into competent rock. A HP6x28 steel wale shall be installed two (2) foot below the top of the piles. All piles and walers shall be A572 Grade 50 steel. The piles shall be painted gray with BAR-RUST 231 (or equal), a multi-purpose epoxy mastic

The contractor is responsible for removing and disposing of spoil material that falls onto Lilly Drive.

### 3.02.03 Measurement & Payment

Materials, drilling, pile installation, grouting and other items incidental to proper construction of the piling wall will be measured and paid on a unit-basis bid for Item 3.02 - Predrilled Soldier Piles HP10X42.

## **3.03 HP6x28 Steel Wale**

### 3.03.01 Description

This work includes, but is not limited to the installation of a steel waler beam used to help maintain the alignment of the retaining walls during construction.

### 3.03.02 Materials & Methods

Waler shall be installed 2 (two) foot below the tops of piles and should follow the alignment of the retaining walls. Waler should be continuous in the case of walls with linear geometry but should be cut in chord sections to facilitate curvature when installed on curved walls. The wale shall be painted gray with BAR-RUST 231 (or equal), a multi-purpose epoxy mastic.

### 3.03.03 Measurement & Payment

Materials, installation, and other items incidental to proper construction of the waler will be measured and paid on a unit-basis bid for Item 3.04 – HP 6x28 Steel Waler.

## **3.04 8x24x45 inch Lagging**

### 3.04.01 Description

This work includes, but is not limited to construction and installation of concrete lagging used to contain the drainage layer for the drilled piling walls. Lagging for all walls is assumed to extend ten (10) feet below the tops of piles unless specified otherwise, a minimum of 1 (one) panel shall be buried. Number 57 limestone shall be installed behind the concrete lagging by the Contractor and is to be considered incidental to the lagging.

### 3.04.02 Material & Methods

Lagging should be pre-cast. All lagging shall overlap the flange of the piling a minimum of 3 inches. Concrete lagging shall be a minimum of 8-inches thick and have a minimum 28-day compressive strength of 4,000 psi. Lagging shall extend a minimum of ten feet below the road or sidewalk surface. Lagging panels shall be 2-feet high.

Concrete for lagging shall contain aggregate with a maximum size of 1-1/2 inches. Grade 60 reinforcing steel shall be placed as follows:

Horizontal: No. 5 bars at 12-inches on-center (12-inch minimum splices)

Vertical: No. 3 bars at 18-inches on-center (9-inch minimum splices)

Lagging shall be placed such that elevation differences along the wall are met through uniform vertical graduations between bays. These vertical graduations are to be approved by the City.

Drainage material meeting the requirements of No. 57 limestone shall be placed and compacted between the new and existing walls to provide drainage and prevent settlement.

Compacted site soil shall be placed below the drainage layer with 6 inch PVC underdrain installed.

The contractor is responsible for providing and placing material behind the wall if necessary. Material placed within road limits shall be compacted suitable material and the contractor shall place 6 inches of compacted aggregate base and 8 inches of 4,000 psi concrete in the area. The area shall be saw-cut in straight lines approved by the City Engineer and concrete shall be placed 1 ½ inches below the adjacent asphalt.

### 3.04.03 Measurement & Payment

Materials, installation, drainage layer, PVC, and other items incidental to proper construction of the lagging will be measured and paid on a unit-basis bid for Item 3.05 - 8x24x45 inch Lagging.

## **3.05 Allowances**

### 3.05.01 Description

This section specifies procedures for Allowances which shall be included in the contract price. Allowances have been established to accommodate for, at a later date, the actual cost of unanticipated work which the exact quantity cannot be determined at the time of bidding and to defer the selection of actual materials, labor and equipment.

### 3.05.02 Material & Methods

Utilization of Allowances will not be allowed without prior approval of the City. Unanticipated work will be accounted for by unit bid prices, an agreed upon lump sum, or the actual cost of labor, materials, rental and/or other applicable costs. Coordinate

materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated with related work.

The Contractor shall submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

The Contractor shall submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

### 3.05.03 Measurement & Payment

A lump sum for Allowances has been provided for the City's contingency fund to be used as the City directs. Allowances will be paid on an agreed upon manner with the contractor. If there are no unanticipated works, then the Allowances will not be utilized or paid.

## **Alternate No. 1**

### **4.01 Clearing, Grubbing, Debris Removal**

#### 4.01.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required for removal of trees, brush, down timber, rotten wood, rubbish, stumps, roots, organic material, brick, concrete and other objectable materials.

#### 4.01.02 Materials & Methods

All vegetation and debris is to be removed from the property and disposed of by the Contractor. The Contractor is responsible for finding an off-site disposal area.

#### 4.01.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and paid on a square footage basis (SF) for ITEM 3.03 CLEARING, GRUBBING, DEBRIS REMOVAL.

### **4.02 Excavation Onsite Soils**

#### 4.02.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required to excavate the failed soil material to expose underlying bedrock or competent material and reconstruct the slope as per plans and specifications or Engineer.

#### 4.02.02 Materials & Methods

All earthwork shall be in accordance with the WVDOH STANDARD SPECIFICATIONS SECTION 207, unless otherwise specified on the plans.

#### 4.02.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and paid on a unit basis CUBIC YARD (CY) of material EXCAVATED. Materials, installation, and other items incidental to item will be measured and paid on a unit basis CUBIC YARD (CY) of material removed from the site. The City will not compensate the Contractor for material included in item 3.03 Clearing, Grubbing and Debris Removal.



### **4.03 Rock Buttress**

#### 4.03.01 Description

This work shall consist of providing all labor, materials, equipment and incidentals required to place rock buttress in cut section.

#### 4.03.02 Material & Methods

After exposing the underlying bedrock surface or competent material in the vicinity of the proposed rock buttress place nonwoven 8 oz/SY geotextile on surface that is reasonably smooth and free of obstructions, depressions and debris that could damage the geotextile. Overlap geotextile a minimum of 1 foot at a maximum interval of 3 feet.

Rock material shall be durable stone riprap D50=12. Rock shall be placed in stable orientation with minimum voids and offset to produce a random pattern. Smaller rock shall be used to chock the larger rock solidly in position and to fill voids between larger rocks.

Rock is available at that Charleston Landfill, if the contractor chooses to use the provided rock the contractor will be responsible loading and hauling the material from the landfill to the project site.

#### 4.03.03 Measurement & Payment

Materials, installation, and other items incidental to item will be measured and will be measured and paid on a unit-basis CUBIC YARD (CY) place.

### EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

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**CITY OF CHARLESTON  
 BID AND PROPOSAL FORM**

**2020 Pile and Lagging Retaining Wall Project RFP 2020-019**

We agree to sell and perform for the City of Charleston the above project as described in the attached specifications for the price listed below:

Description	Unit	Quantity	Unit Cost	Item Total
Item 3.01 – Mobilization	LS	1		
Item 3.02 – Predrilled Soldier Pile HP10x42	LF	1500		
Item 3.04 – Steel Wale HP6x28	LF	150		
Item 3.05 – Concrete Lagging 8x24x45	EA	200		
Item 3.06-Allowances		1	\$15,000.00	\$15,000.00
			<b>BASE BID TOTAL:</b>	

The Bidder is also required to submit prices for all of the following bid alternate items. All are alternative items unless otherwise indicated, the contract will be awarded to the bidder with the lowest base bid meeting all of the specifications.

**ALTERNATE NO.1**

This work consists of constructing rock fill buttress, work includes excavating slip area, hauling and disposing of excavation material, and transfer and placement of rock fill and finish grading.

Description	Unit	Quantity	Unit Cost	Item Total
Item 4.01-Clearing, Grubbing and Debris Removal	SF	3,000		
Item 4.02- Excavation Onsite Soils	CY	650		
Item 4.03-Rock Buttress	CY	650		
			<b>ALTERNATE TOTAL:</b>	

**CITY OF CHARLESTON  
BID AND PROPOSAL FORM**

**2020 Pile and Lagging Retaining Wall Project RFP 2020-019**

- By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on page 6, item 11 and understand that a vendor must qualify that all conditions have been met to be given a competitive advantage.
  
- By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on page 6, item 12 and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.
  
- I certify that this vendor has in place equal employment opportunity policies and have included with this bid submission all enclosures listed below (including applicable purchasing affidavits).

\_\_\_\_\_  
Authorized Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed/Typed Bidder's Name

\_\_\_\_\_  
Date

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PROJECT: 2020 Pile and Lagging Retaining Wall Project RFP 2020-019**

**CITY OF CHARLESTON PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:**

*West Virginia Code §5A-3-10a* provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



CITY OF CHARLESTON, WEST VIRGINIA

# LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_, to wit:

Taken, subscribed, and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

[SEAL]

\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

\*\*\*\*\*

Name of Procurement: \_\_\_\_\_ Bid Opening Date: \_\_\_\_\_

**PROJECT: 2020 Pile and Lagging Retaining Wall Project RFP 2020-019**

**PROTEST**

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within two (2) business days of receipt of the Notice of Award letter. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the City Manager's Office, Attention: Jonathan Storage 501 Virginia Street East, Room 101; Charleston, WV 25301.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The RFP title and project description;
2. The Protestor's name, address, telephone number, and fax number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. A statement as to how the objectionable matter(s) resulted in prejudice to the Protestor;
5. Copies of all relevant documents;
6. A request for a ruling by City;
7. A statement as to the form of relief requested;
8. All information establishing that Protestor is an interested party with authority for the purpose of filing a protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing will be held within five (5) business days of the **date of receipt of the written protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. At the hearing, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

**By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.**

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date



**CITY OF CHARLESTON  
DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT**

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
  
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug-free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

My Commission expires on \_\_\_\_\_.

(seal)

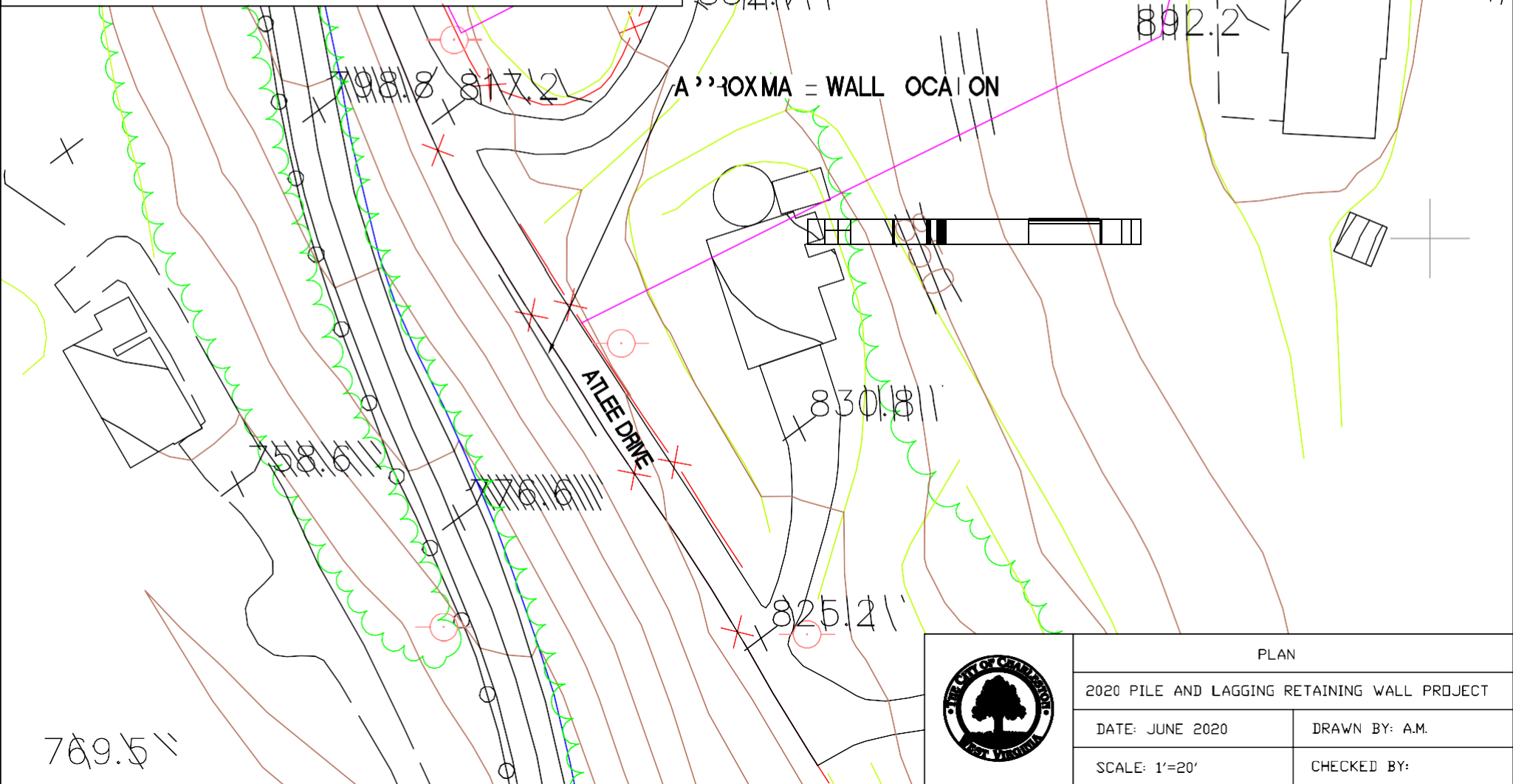
\_\_\_\_\_  
(Notary Public)

**NOTE: This affidavit must be submitted with the bid in order to comply with WV Code provisions. Failure to include the affidavit with the bid may result in disqualification of the bid.**

**CITY OF CHARLESTON  
CONSTRUCTION CONTRACT  
2020 PILE AND LAGGING RETAINING WALL PROJECT**

**APPENDIX A – ATLEE DRIVE**

1. Piles - HP10x42, at 4 ft c.c., top of piles will be at road elevation, lengths will be near 40 ft, min. pile embedment of 13 ft into competent rock or 1/3 the pile length whichever is greater.
2. Holes - 20 inch diameter or greater
3. Lagging - 8x24x45 inch panels, 10 ft below road elevation
4. Waler - HP6x28 placed 2 ft below top of piles
5. Beginning and End locations of wall shall be field verified by the City's Engineer
6. Utilities shall be contractors responsibility to locate and relocate if necessary, except where noted on Plans.
7. If any of the road area is excavated during construction the contractor shall place 6 inches of compacted aggregate base and 8 inches of 4,000 psi concrete in the area. The areas shall be sawcut in straight lines approved by the City's Engineer and the concrete shall be placed 1 1/2 inches below the adjacent asphalt. This work is considered incidental therefore there will be no pay item for this work.

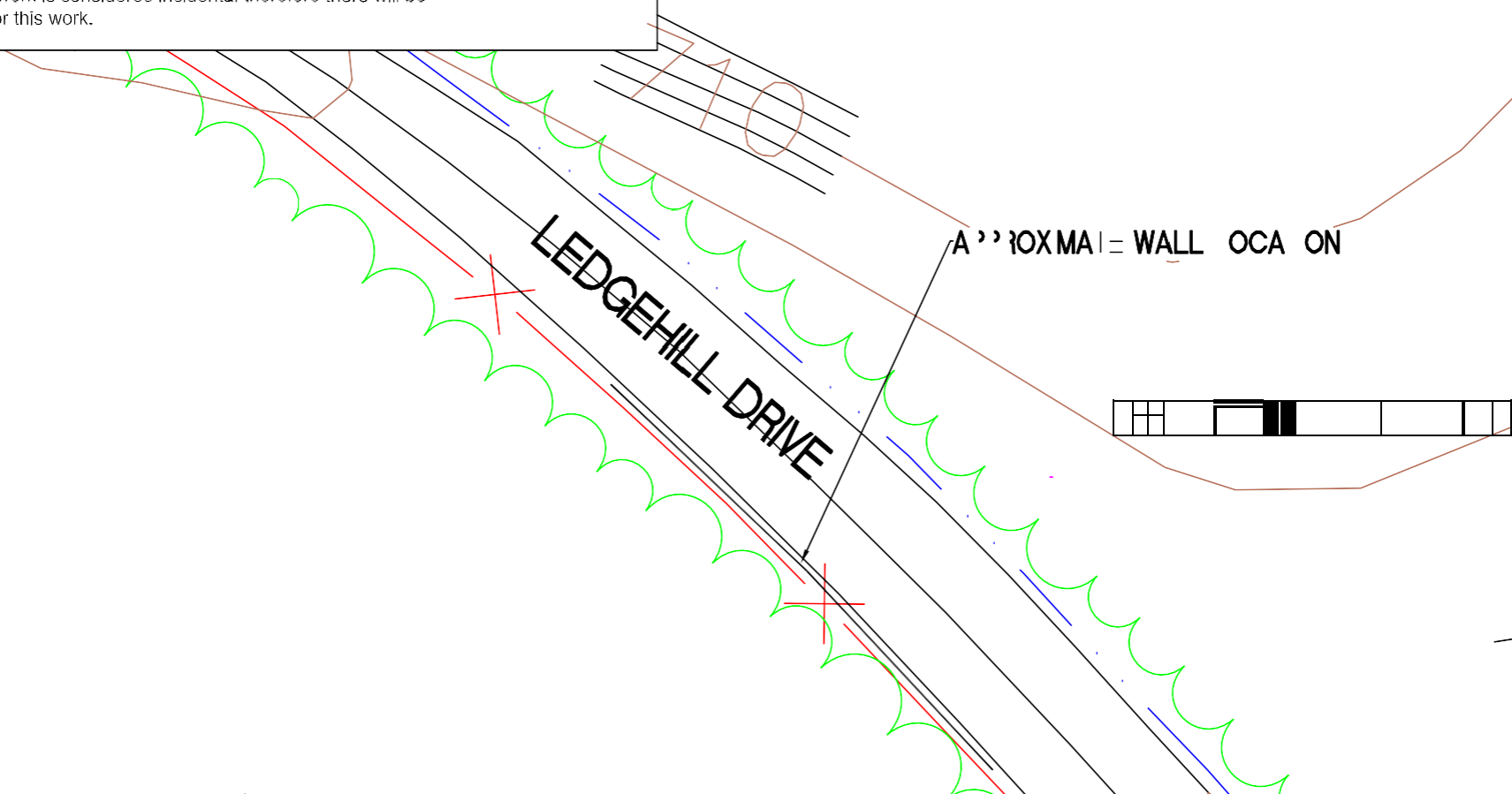


PLAN	
2020 PILE AND LAGGING RETAINING WALL PROJECT	
DATE: JUNE 2020	DRAWN BY: A.M.
SCALE: 1'=20'	CHECKED BY:

**CITY OF CHARLESTON  
CONSTRUCTION CONTRACT  
2020 PILE AND LAGGING RETAINING WALL PROJECT**

**APPENDIX B – LEDGEHILL DRIVE**

1. Piles - HP10x42, at 4 ft c.c., top of piles will be at road elevation, lengths will be near 38 ft, min. pile embedment of 12 ft into competent rock or 1/3 the pile length whichever is greater,
2. Holes - 20 inch diameter or greater
3. Lagging - 8x24x45 inch panels, 10 ft below road elevation
4. Waler - HP6x28 placed 2 ft below top of piles
5. Beginning and End locations of wall shall be field verified by the City's Engineer
6. Utilities shall be contractors responsibility to locate and relocate if necessary, except where noted on Plans.
7. If any of the road area is excavated during construction the contractor shall place 6 inches of compacted aggregate base and 8 inches of 4,000 psi concrete in the area. The areas shall be sawcut in straight lines approved by the City's Engineer and the concrete shall be placed 1 1/2 inches below the adjacent asphalt. This work is considered incidental therefore there will be no pay item for this work.



PLAN	
2020 PILE AND LAGGING RETAINING WALL PROJECT	
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