

**CITY OF CHARLESTON
KANAWHA COUNTY, WEST VIRGINIA
SLACK PLAZA RENOVATIONS**

**ADDENDUM #1
April 9, 2021**

THRASHER PROJECT #030-10284

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Wednesday, April 7, 2021 on the above-referenced project, a copy of the sign in sheet is included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above reference project.

A. GENERAL

1. Those wishing to make an additional visit to the interior of the police building should schedule a time directly with the Charleston Police Department. The contact for this is Samantha Walls, (304) 348-6460, samantha.walls@charlestonwvpolice.org
2. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT. A REVISED BID FORM is included with this Addendum.**
3. Forms specific to bidding projects for the City of Charleston have been included as an attachment. The forms are outlined below and are required in the bid opening requirements.
 - a. Purchasing Affidavit – Required for all bidders.
 - b. Local Vendor Affidavit – Required for applicable bidders.
4. A City of Charleston vendor protest form has been included as an attachment.

B. SPECIFICATIONS

1. Section 012200 – Unit Prices has been modified and is included as an attachment.

C. DRAWINGS

1. The typical sidewalk section has been modified to be a 5” thick slab on Sheet C10.03.

2. Adjustments and clarifications have been made to details for the central walkway pavers, plaza pavers, and decomposed granite section on Sheet C10.04.
3. All revised drawings have been included as an attachment.

D. QUESTIONS AND RESPONSES

NO QUESTIONS HAVE BEEN SUBMITTED TO DATE.

E. CLARIFICATIONS

1. Requirements from the WVDEP for this project are to use 18” compost filter sock in non-traffic areas as a stormwater BMP. Per the note for curb inlet protection on sheet C10.01, 8-12” sock is to be used on curbsides in traffic areas.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Friday, April 23rd, 2021 at 501 Virginia Street, East, Charleston, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Samuel Rich, PLA
Project Manager



**CITY OF CHARLESTON
 KANAWHA COUNTY, WEST VIRGINIA
 SLACK PLAZA RENOVATIONS**

**PRE-BID CONFERENCE
 Wednesday, April 7, 2021**

Thrasher Project #030-10284

Name	Representing	Phone #	Email Address
Steven A. Kinder	Start to Finish Construction	(304) 532-6655	S2Fconstruction@yahoo.com
BRUCE McCLANAHAN	McCLANAHAN CONST. CO., LLC	304-776-3355	bruce@mccclanahanconstruction.com
Tristan Thompson	City Electric Co.	304-345-6150	estimator@cityelectricwv.com
Austin King	Assten Construction Co Inc	304-343-5400	AKing@AsstenConstruction.com
Scott Cunningham	SQP Construction	304-532-3659	estimates@sqpgc.com
COLTON HATFIELD	LANDCORE BUILDERS, LLC	304 218. 8398	CHATFIELD@LANDCOREBUILDERS.COM
CASEY ANTRELL	JARRETT Construction	304-926-4843	casey.antrell@jarrett-construction.com
Nikki Sydnor	Wiseman Const Co Inc.	304-344-1200	jlink@wisemancorp.com
MIKE DAVIS	G & G Builders	304-549-6720	MDAVIS@GANDGBUILDERS.COM

Name	Representing	Phone #	Email Address
Mark Stolle	FOSTER	304.206.7808	mark@fostersupply.com
Brian Florence	Hatzel's BUSH	304-453-1632	b.florence@hatzelandbuehler.com
Mary Jo Cleland	Tempo Construction	304-741-5588	mary.cleland@tempowv.com
Brandyn Offenberger	Wolf Creek	740.749.5826	estimating@wolfcreekcontractors.com

**PROPOSED
SLACK PLAZA RENOVATIONS
FOR THE
CITY OF CHARLESTON
KANAWHA COUNTY, WEST VIRGINIA
THRASHER PROJECT #030-10284**

A two envelope system will be used. Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance, as outlined on this page. If such documents are found to be in order, sealed Envelope No. 2 “Bid Proposal”, which shall also be placed inside of Envelope #1, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder. At that time, the Owner will declare the Bidder non-responsive

BID OPENING REQUIREMENT CHECKLIST

Item	Completed Satisfactory (Check if completed)
1. Bid submitted on time	_____
2. Bid Bond (Sample BOR-2 & 3)	_____
3. Certification of receipt of all addenda to Plans and Specifications. (BOR-4)	_____
4. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-5 & 6)	_____
5. WV Infrastructure & Jobs Development Council WV Jobs Act (BOR – 7 & 8)	_____
6. City of Charleston Purchasing Affidavit (BOR 9)	_____
7. Local Vendor Affidavit (BOR 10)	_____
8. Copy of Contractor's License included.	_____

PROJECT: SLACK PLAZA RENOVATIONS

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: _____

CITY OF CHARLESTON
KANAWHA COUNTY, WEST VIRGINIA
PROPOSED
SLACK PLAZA RENOVATIONS
THRASHER PROJECT #030-10284

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Charleston
501 Virginia Street, East
Charleston, WV 25301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No. **Addendum Date**

_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous

Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the Slack Plaza Renovations. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 1010, Part-2 Execution. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**PROPOSED
 SLACK PLAZA RENOVATIONS
 FOR THE
 CITY OF CHARLESTON
 KANAWHA COUNTY, WEST VIRGINIA
 Thrasher Project # 030-10284**

BID SCHEDULE

NOTE: Bid Unit PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization/Demobilization			
2	1	LS	Construction Stakeout			
3	1	LS	Erosion & Sediment Control			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
4	1	LS	Traffic Control			
5	1	LS	Demolition			
6	185	LF	Saw Cut Existing Asphalt			
7	2,500	CY	Unclassified Excavation			
8	1	LS	Police Building Renovations			
9	1	LS	New Electric Service			
10	3,190	LF	3/4" Electric Conduit			
11	40	LF	1" Electric Conduit			
12	120	LF	3" Electric Conduit			
13	1	EA	Ice Rink Electric Service			
14	10	EA	Electrical Outlets			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
15	1	LS	Security Camera System			
16	220	LF	12" HDPE Storm Pipe			
17	260	LF	4" Perforated Storm Pipe			
18	20	LF	4" HPDE Storm Pipe			
19	5	EA	Type B Inlet			
20	2	EA	Straddle Manhole, Complete			
21	70	LF	6" SDR-35 Sewer Line			
22	20	LF	3/8" Water Line			
23	250	LF	3/4" Water Line			
24	50	LF	1" Water Line			
25	170	LF	2" Water Line			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
26	1	EA	Water Meter Setting			
27	545	SY	Central Walkway Pavers			
28	744	SY	Plaza Pavers			
29	6,490	SF	Decomposed Granite Areas			
30	295	SY	Concrete Stage			
31	20	SY	Concrete ADA Ramp to Police Station			
32	112	SY	Concrete Bands			
33	10	SY	Concrete Steps to Police Station			
34	134	LF	Type I Concrete Curb			
35	70	SY	Concrete Sidewalk			
36	1	LS	Detectable Warning Surface			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
37	3	EA	Summers Street Pole Lights			
38	10	EA	Central Walkway Pole Lights			
39	370	LF	String Lights			
40	300	LF	Wall Down Lights			
41	25	EA	Up Lights			
42	41	EA	Bollard Lights			
43	1	LS	Spray Jet System, Complete			
44	274	LF	Stone Veneer Seat Walls			
45	133	LF	Stone Veneer Retaining Wall			
46	208	LF	Concrete Screen Walls			
47	104	LF	Live Wall			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
48	31	EA	Café Tables			
49	4	EA	Swing Units			
50	6	EA	Trash Receptacles			
51	8	EA	Bike Racks			
52	1	LS	Cantilever Shade Structure			
53	4	EA	Phone Charging Stations			
54	2	EA	Water Bottle Filling Station			
55	100	LF	Decorative Fencing (Match Existing)			
56	2	EA	Removable Bollard			
57	1	LS	Electric Enclosure Fence & Gates			
58	50	LF	ADA Ramp Railing			

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
59	75	CY	Topsoil			
60	7,900	SF	Sod Lawn Areas			
61	2	EA	Large Sculpture Bases			
62	1	EA	Small Sculpture Base			
63	5	EA	Boulder Formations			
64	1	LS	Sculpture Installation			
65	1	LS	Landscaping			

TOTAL BID: _____

_____ (\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for

all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

METHOD OF AWARD

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceed such amount, the Owner may reject all bids.

The owner may award the contract on the Total Bid submitted by a qualified responsible Bidder less the amount(s) of the Deductive Alternate(s) subtracted in numerical order, as listed in the contract to produce the lowest bid within the funds available for financing.

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.

- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Opening Requirements

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

PROJECT: SLACK PLAZA RENOVATIONS

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

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Mobilization
 - 1. Description: Shall include the cost of mobilization and demobilization.
 - 2. Unit of Measurement: Lump Sum
- B. Unit Price No. 2: Construction Stakeout

City of Charleston
Slack Plaza Renovations

1. Description: Engineer will provide two control points. Contractor is responsible for protecting control points and will be made incidental to this cost if disturbed. Contractor is responsible for all site layout in accordance with the plans.
 2. Unit of Measurement: Lump Sum
- C. Unit Price No. 3: Erosion & Sediment Control
1. Description: Cost shall include all Erosion & Sediment controls including but not limited to inlet protection, silt sock or fence and be in compliance with the WVDEP BMP's. Shall include cost of cleaning and maintaining throughout construction and removal of all temporary measures once site is stabilized.
 2. Unit of Measurement: Lump Sum
- D. Unit Price No. 4: Traffic Control
1. Description: Cost shall include traffic control related to any necessary lane closures on Summers or Laidley Streets during construction. Contractor shall be responsible for coordinating such closures with the City of Charleston and supply the necessary traffic and safety controls.
 2. Unit of Measurement: Lump Sum
- E. Unit Price No. 5: Demolition
1. Description: Cost shall include all Demolition called out in the plans and incidental to the installation of proposed features. All waste material is to be hauled off site and disposed of in a location where the proper permits have been obtained.
 2. Unit of Measurement: Lump Sum
- F. Unit Price No. 6: Saw Cut Existing Asphalt
1. Description: Cost shall include saw cutting of existing asphalt necessary to install new curbing along Summers Street.
 2. Unit of Measurement: Linear Foot
- G. Unit Price No. 7: Unclassified Excavation
1. Description: Cost shall include all excavation, compacting, hauling, equipment, labor, etc. to grade the site to the design shown on the plans.
 2. Unit of Measurement: Cubic Yard
- H. Unit Price No. 8: Police Building Renovations
1. Description: Cost shall include all materials and labor necessary for the renovation of this facility as shown in the plans.
 2. Unit of Measurement: Lump Sum

I. Unit Price No. 9: New Electric Service

1. Description: Cost shall include all materials and labor to connect new electrical service for the operation of features located throughout the plaza as well as construction of an electric service enclosure. Contractor is responsible for coordination with AEP for electric service and installation of new meter.
2. Unit of Measurement: Lump Sum

J. Unit Price No. 10: 3/4" Electric Conduit

1. Description: Cost shall include all conduit, fittings, excavation, backfill, ID tape, and tie-ins necessary to extend electric service to features throughout the plaza.
2. Unit of Measurement: Linear Foot

K. Unit Price No. 11: 1" Electric Conduit

1. Description: Cost shall include all conduit, fittings, excavation, backfill, ID tape, and tie-ins necessary to extend electric service to features throughout the plaza.
2. Unit of Measurement: Linear Foot

L. Unit Price No. 12: 3" Electric Conduit

1. Description: Cost shall include all conduit, fittings, excavation, backfill, ID tape, and tie-ins necessary to extend electric service to features throughout the plaza.
2. Unit of Measurement: Linear Foot

M. Unit Price No. 13: Ice Rink Electric Service

1. Description: Cost shall include all materials and labor necessary to install this service connection as identified in the plans.
2. Unit of Measurement: Lump Sum

N. Unit Price No. 14: Electrical Outlets

1. Description: Cost shall include materials and labor necessary to install electric outlets as identified in the plans.
2. Unit of Measurement: Each Unit

O. Unit Price No. 15: Security Camera System

1. Description: Cost shall include the design, materials and labor necessary to install a security camera system as identified in the plans.
2. Unit of Measurement: Lump Sum

- P. Unit Price No. 16: 12" HDPE Storm Pipe
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the storm pipe.
 2. Unit of Measurement: Linear Feet
- Q. Unit Price No. 17: 4" Perforated Storm Pipe
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the storm pipe.
 2. Unit of Measurement: Linear Feet
- R. Unit Price No. 18: 4" HDPE Storm Pipe
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the storm pipe.
 2. Unit of Measurement: Linear Feet
- S. Unit Price No. 19: Type B Inlet
1. Description: Cost shall include inlet structure, excavation, labor, materials and any necessary work associated with this item.
 2. Unit Price: Each Unit
- T. Unit Price No. 20: Straddle Manhole, Complete
1. Description: Cost shall include inlet structure, excavation, labor, materials and any necessary work associated with this item.
 2. Unit Price: Each Unit
- U. Unit Price No 21: 6" SDR-35 Sewer Line
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the sewer pipe.
 2. Unit of Measurement: Linear Feet
- V. Unit Price No 22: 3/8" Water Line
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the water line.
 2. Unit of Measurement: Linear Feet
- W. Unit Price No 23: 3/4" Water Line

1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the water line.
 2. Unit of Measurement: Linear Feet
- X. Unit Price No 24: 1” Water Line
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the water line.
 2. Unit of Measurement: Linear Feet
- Y. Unit Price No 25: 2” Water Line
1. Description: Cost shall include all pipe, fittings, excavation, backfill, ID tape, tie-ins, etc. for the water line.
 2. Unit of Measurement: Linear Feet
- Z. Unit Price No 26: Water Meter Setting
1. Description: Cost shall include all material, labor and installation necessary for this item.
 2. Unit of Measurement: Each Unit
- AA. Unit Price No 27: Central Walkway Pavers
1. Description: Cost shall include all material, labor and installation necessary for this item as identified in the construction plans & details.
 2. Unit of Measurement: Square Yard
- BB. Unit Price No 28: Plaza Pavers
1. Description: Cost shall include all material, labor and installation necessary for this item as identified in the construction plans & details.
 2. Unit of Measurement: Square Yard
- CC. Unit Price No 29: Decomposed Granite Areas
1. Description: Cost shall include all material, labor and installation necessary for this item as identified in the construction plans & details.
 2. Unit of Measurement: Square Feet
- DD. Unit Price No 30: Concrete Stage

City of Charleston
Slack Plaza Renovations

1. Description: Cost shall include all concrete, excavation, aggregate, rebar, installation, expansion joints, control joints, and any other items associated with the construction of the concrete stage.
2. Unit of Measurement: Square Yard

EE. Unit Price No 31: Concrete ADA Ramp to Police Station

1. Description: Cost shall include all concrete, excavation, aggregate, rebar, installation, expansion joints, control joints, and any other items associated with the construction of the concrete ADA ramp.
2. Unit of Measurement: Square Yard

FF. Unit Price No 32: Concrete Bands

1. Description: Cost shall include all concrete, excavation, aggregate, rebar, installation, expansion joints, control joints, and any other items associated with the construction of concrete bands.
2. Unit of Measurement: Square Yard

GG. Unit Price No 33: Concrete Steps to Police Station

1. Description: Cost shall include all concrete, excavation, aggregate, rebar, installation, expansion joints, control joints, and any other items associated with the construction of the concrete steps.
2. Unit of Measurement: Square Yard

HH. Unit Price No 34: Type I Concrete Curb

1. Description: Cost shall include all concrete, excavation, aggregate, rebar, installation, expansion joints, and any other items associated with the construction of the concrete curbing.
2. Unit of Measurement: Linear Feet

II. Unit Price No 35: Concrete Sidewalk

1. Description: Cost shall include all concrete, excavation, aggregate, rebar, installation, expansion joints, control joints, and any other items associated with the construction of sidewalks and concrete walkways.
2. Unit of Measurement: Square Yard

JJ. Unit Price No 36: Detectable Warning Surface

1. Description: Cost shall include all material, labor, and installation necessary for this item.
2. Unit of Measurement: Lump Sum

KK. Unit Price No 37: Summers Street Pole Lights

1. Description: Cost shall include all excavation, pole foundations, backfill, light poles, light fixtures, and other items associated with the complete installation of the specified lighting type.
2. Unit of Measurement: Each Unit

LL. Unit Price No 38: Central Walkway Pole Lights

1. Description: Cost shall include all excavation, pole foundations, backfill, light poles, light fixtures, and other items associated with the complete installation of the specified lighting type.
2. Unit of Measurement: Each Unit

MM. Unit Price No 39: String Lights

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Linear Feet

NN. Unit Price No 40: Wall Down Lights

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Linear Feet

OO. Unit Price No 41: Up Lights

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

PP. Unit Price No 42: Bollard Lights

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

QQ. Unit Price No 43: Spray Jet System, Complete

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Lump Sum

RR. Unit Price No 44: Stone Veneer Seat Walls

1. Description: Cost shall include all excavation, concrete, rebar, veneer stone, mortar, and any other materials and labor associated with the construction of this item.

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2. Unit of Measurement: Linear Feet

SS. Unit Price No 45: Stone Veneer Retaining Wall

1. Description: Cost shall include all excavation, concrete, rebar, veneer stone, mortar, and any other materials and labor associated with the construction of this item.
2. Unit of Measurement: Linear Feet

TT. Unit Price No 46: Concrete Screen Walls

1. Description: Cost shall include all excavation, concrete, rebar, veneer stone, mortar, and any other materials and labor associated with the construction of this item.
2. Unit of Measurement: Linear Feet

UU. Unit Price No 47: Live Wall

1. Description: Cost shall include all material, labor and installation necessary for this item. Live walls are measured in linear feet of wall they extend on with a height of six planters tall.
2. Unit of Measurement: Linear Feet

VV. Unit Price No 48: Café Tables

1. Description: Cost shall include the purchase and installation of this item.
2. Unit of Measurement: Each Unit

WW. Unit Price No 49: Swing Units

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

XX. Unit Price No 50: Trash Receptacles

1. Description: Cost shall include the purchase and installation of this item.
2. Unit of Measurement: Each Unit

YY. Unit Price No 51: Bike Racks

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

ZZ. Unit Price No 52: Cantilever Shade Structure

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1. Description: Cost shall include all excavation, concrete footers, rebar, additional materials, labor and installation necessary for this item.
2. Unit of Measurement: Lump Sum

AAA. Unit Price No 53: Phone Charging Stations

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

BBB. Unit Price No 54: Water Bottle Filling Stations

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

CCC. Unit Price No 55: Decorative Fencing

1. Description: Cost shall include all material, labor and installation necessary for this item. Fencing is to match the style of fencing already installed along Brawley Walkway.
2. Unit of Measurement: Linear Feet

DDD. Unit Price No. 56: Removable Bollard

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit Price: Each Unit

EEE. Unit Price No 57: Electric Enclosure Fence & Gates

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Lump Sum

FFF. Unit Price No 58: ADA Ramp Railing

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Linear Feet

GGG. Unit Price No 59: Topsoil

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Cubic Yard

HHH. Unit Price No 60: Sod Lawn Areas

1. Description: Cost shall include all material, labor and installation necessary for this item.

2. Unit of Measurement: Each Unit

III. Unit Price No 61: Large Sculpture Bases

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

JJJ. Unit Price No 62: Small Sculpture Base

1. Description: Cost shall include all excavation, concrete, rebar, material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

KKK. Unit Price No 63: Boulder Formations

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Each Unit

LLL. Unit Price No 64: Sculpture Installation

1. Description: Cost shall include labor and equipment necessary to install sculptures in place as well as coordinate installation schedule with Sculptor. Sculptor is responsible for construction and delivery of sculptures to the site.
2. Unit of Measurement: Lump Sum

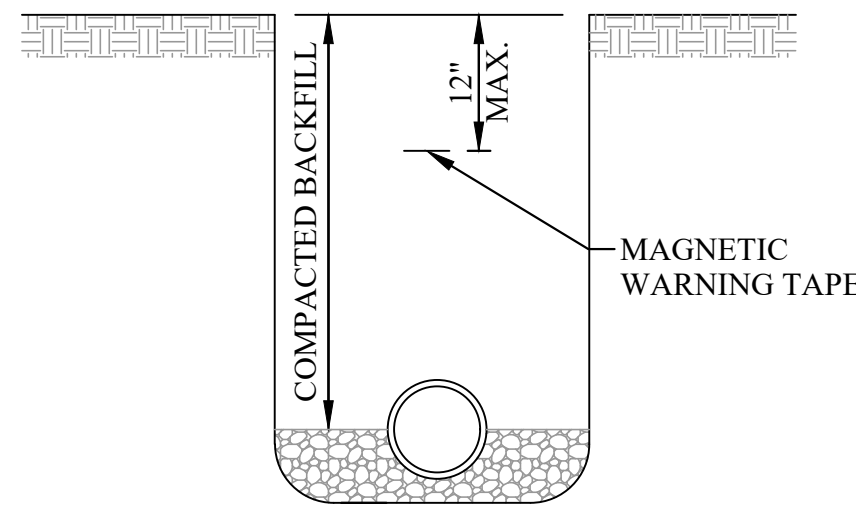
MMM. Unit Price No 65: Landscaping

1. Description: Cost shall include all material, labor and installation necessary for this item.
2. Unit of Measurement: Lump Sum

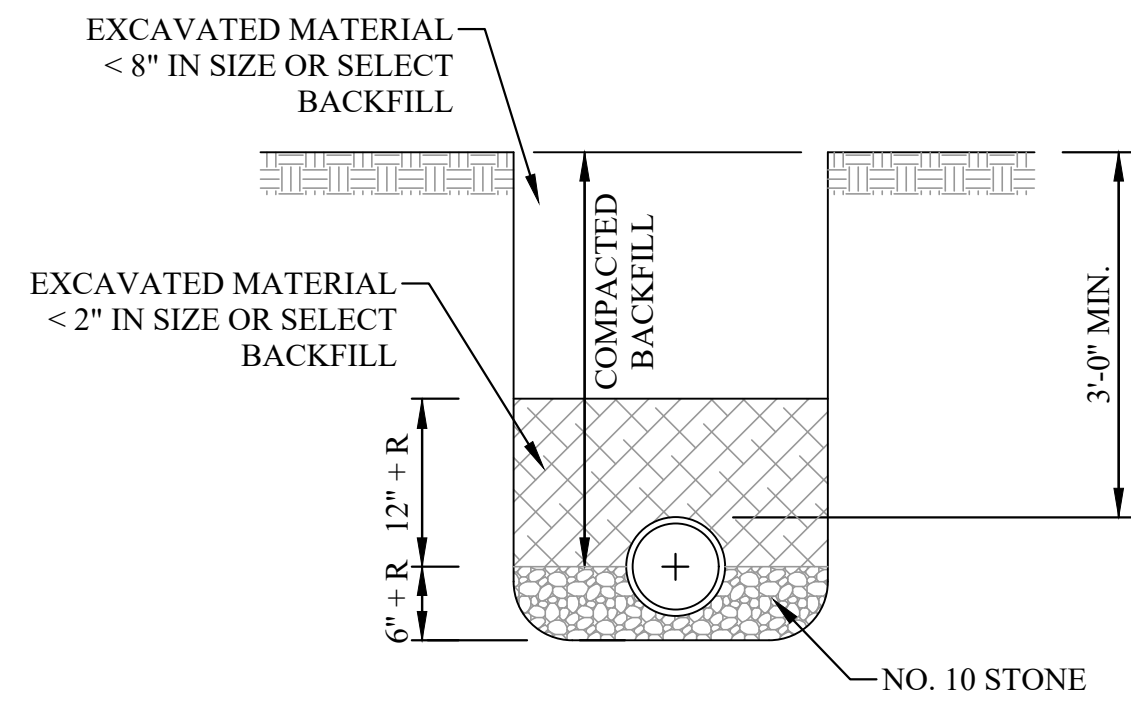
END OF SECTION 012200

RED	ELECTRIC
YELLOW	GAS - OIL
ORANGE	TELEPHONE
BLUE	WATER
GREEN	SEWER

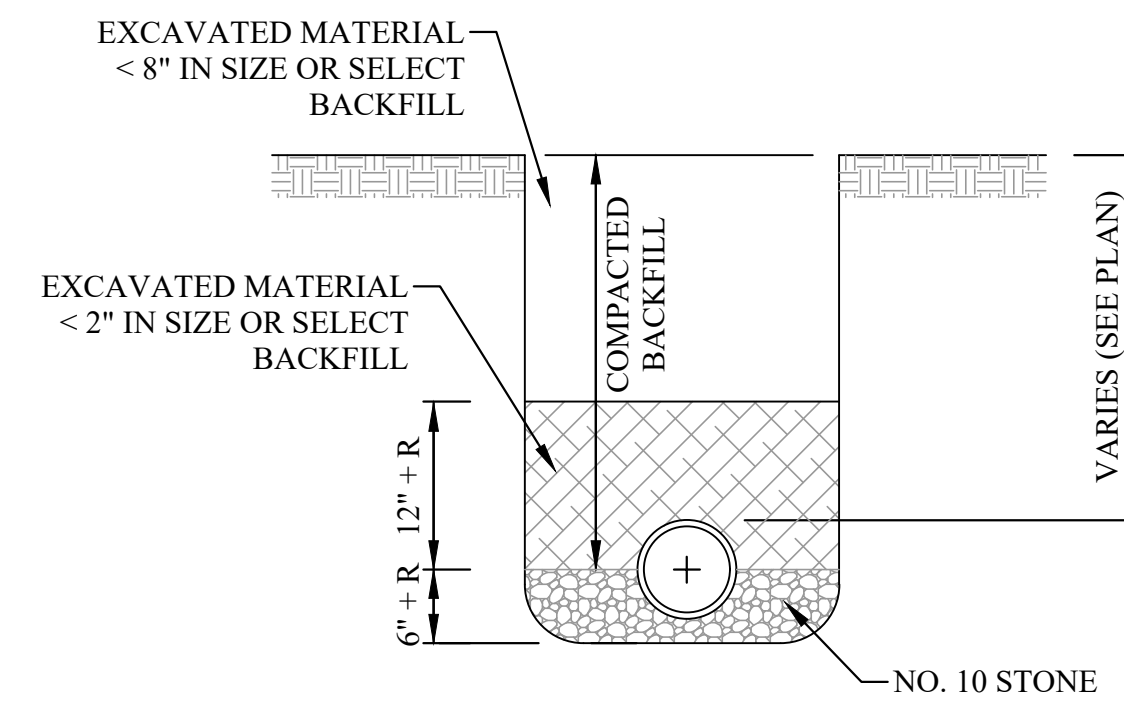
**COLOR CODES FOR UTILITY LOCATING
MAGNETIC WARNING TAPE**



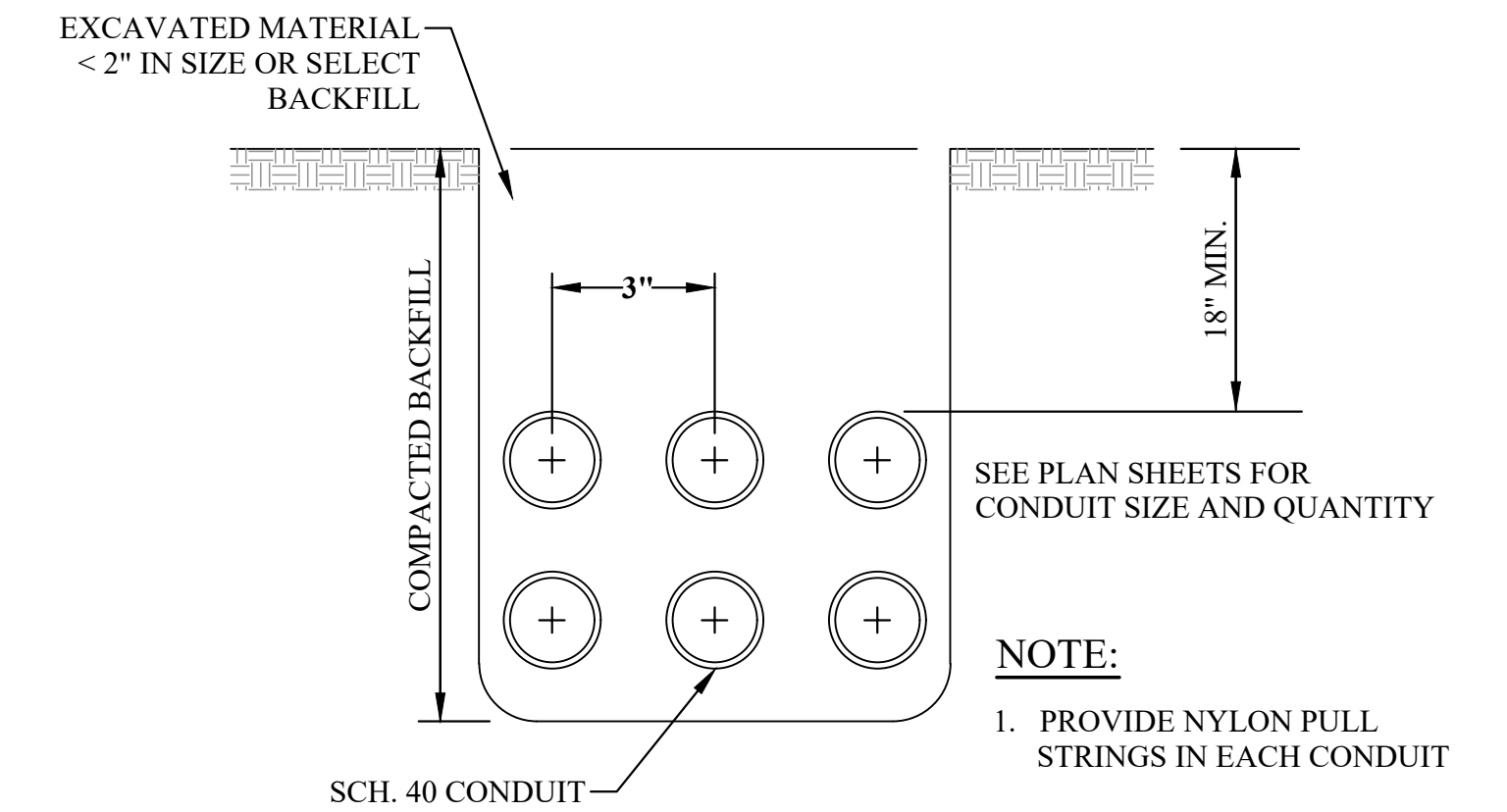
UTILITY MAGNETIC WARNING TAPE



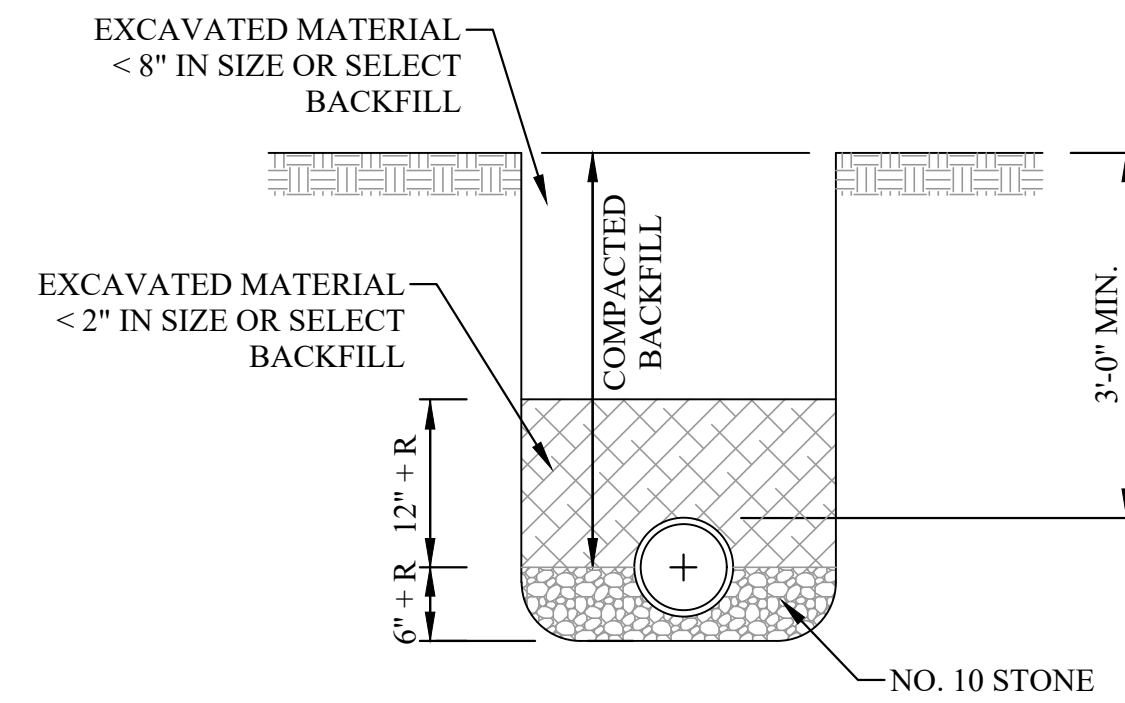
BEDDING FOR SEWER PIPE



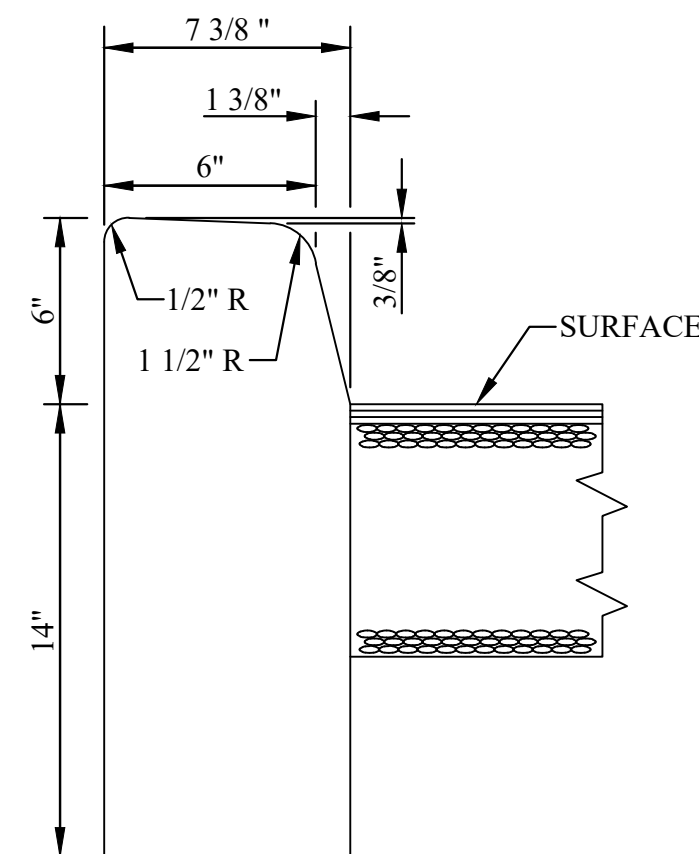
BEDDING FOR STORM SEWER PIPE



BEDDING FOR CONDUIT



BEDDING FOR WATER PIPE

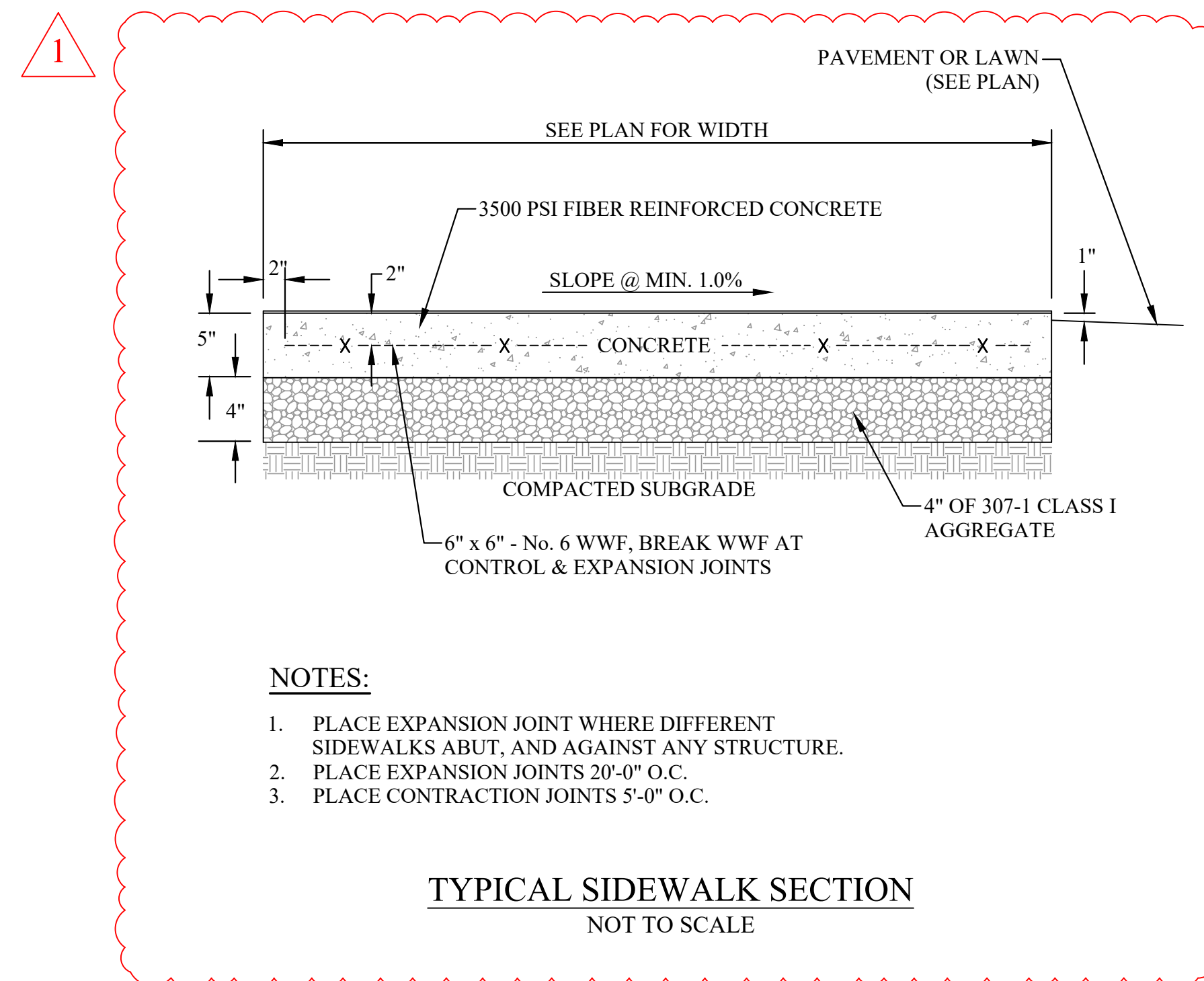


**PLAIN CONCRETE CURBING
TYPE I
NOT TO SCALE**

NOTES:

1. THE FACE OF THE CURBING SHALL BE OFFSET A MINIMUM OF TWO FEET FROM THE EDGE OF TRAFFIC LANE, UNLESS OTHERWISE SHOWN ON THE PLANS.
2. CONSTRUCTION OF CONCRETE CURBING SHALL BE BY THE "SEPARATE METHOD" WHEN SAWED JOINTS ARE CONSTRUCTED IN THE PAVEMENT.
3. ALL CURB JOINTS SHALL BE MADE BY ACCEPTABLE FORMING METHODS.
4. THE SLOPE OF THE CONCRETE OR BITUMINOUS SURFACE ABUTTING THE RAISED PORTION OF THE CURB SHALL BE AS SPECIFIED ON THE PLANS.

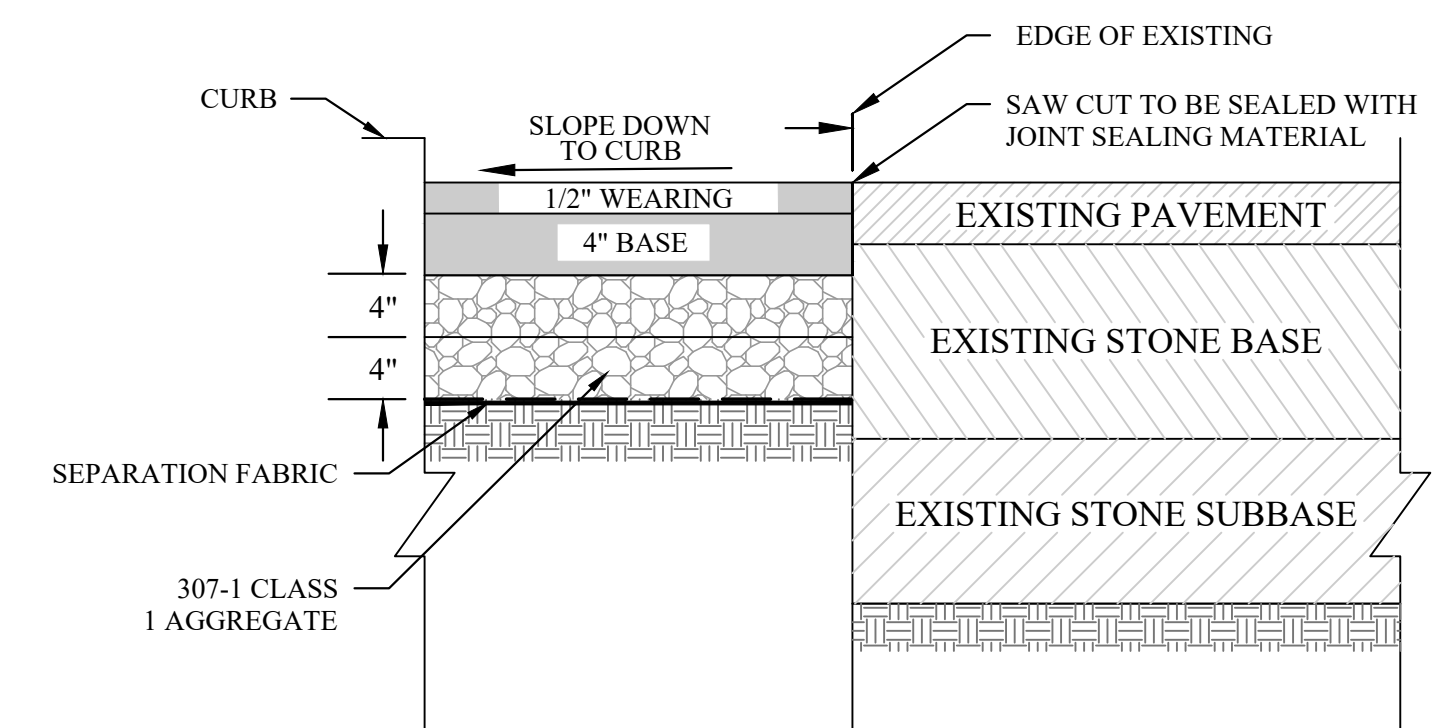
**TYPICAL CROSS SECTION OF TRENCHES
NOT TO SCALE**



NOTES:

1. PLACE EXPANSION JOINT WHERE DIFFERENT SIDEWALKS ABUT, AND AGAINST ANY STRUCTURE.
2. PLACE EXPANSION JOINTS 20'-0" O.C.
3. PLACE CONTRACTION JOINTS 5'-0" O.C.

**TYPICAL SIDEWALK SECTION
NOT TO SCALE**



**PROPOSED ASPHALT STREET REPAIR
NOT TO SCALE**

USER: samuel rich
LAYOUT: C10.03 DETAILS
PLOT DATE/TIME: 4/9/2021 10:30 AM
CAD FILE: R:\050\030-10146 - CHARLESTON SLACK PLAZA\Drawing\0146-DETAILS.dwg

NO.	BY	DATE	DESCRIPTION
1	SAR	04/09/2021	REVISIONS TO DETAIL SHEETS.

SCALE:	SEE GRAPHIC SCALE
DRAWN:	EW DATE: 03/29/2021
CHECKED:	SR DATE: 03/29/2021
APPROVED:	JG DATE: 03/29/2021
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

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CHARLESTON, WV 25311
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PHASE No.	
CONTRACT No.	
PROJECT No.	030-10284.00

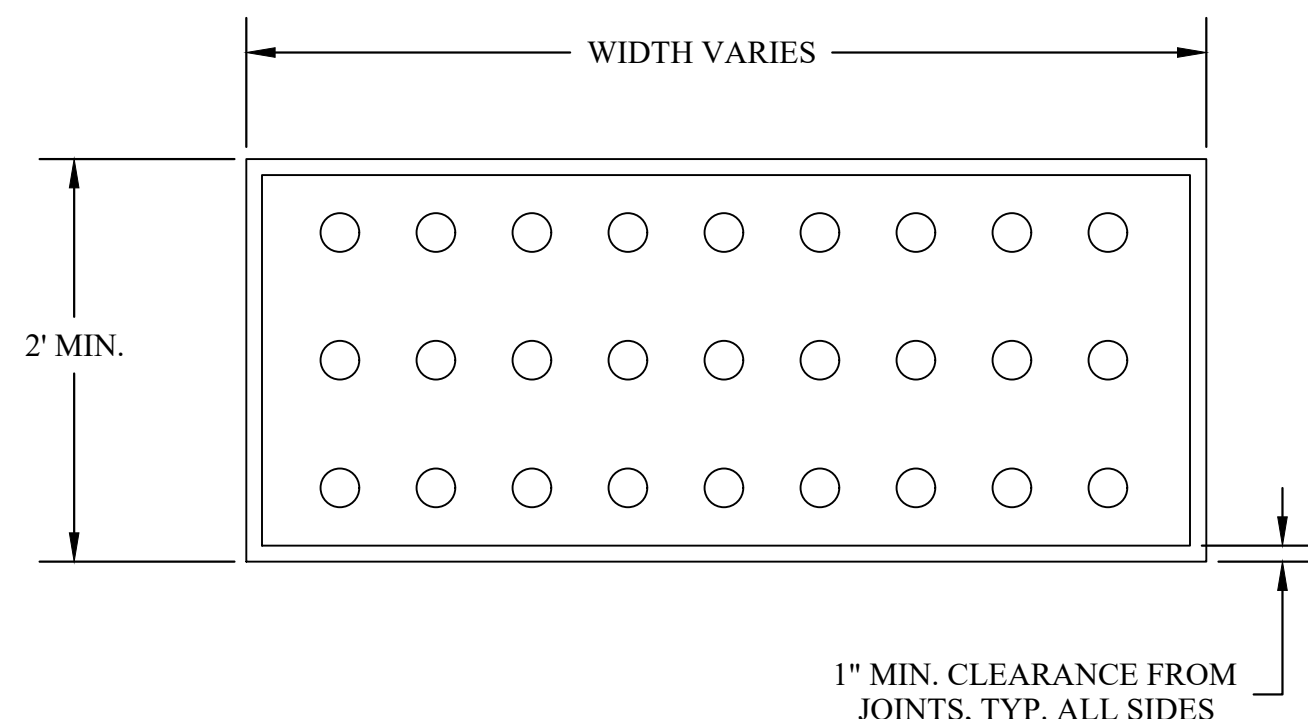
DETAILS
SLACK PLAZA RENOVATIONS
CHARLESTON, WEST VIRGINIA
03/29/2021
CONSTRUCTION DOCUMENTS

SHEET No.

C10.03

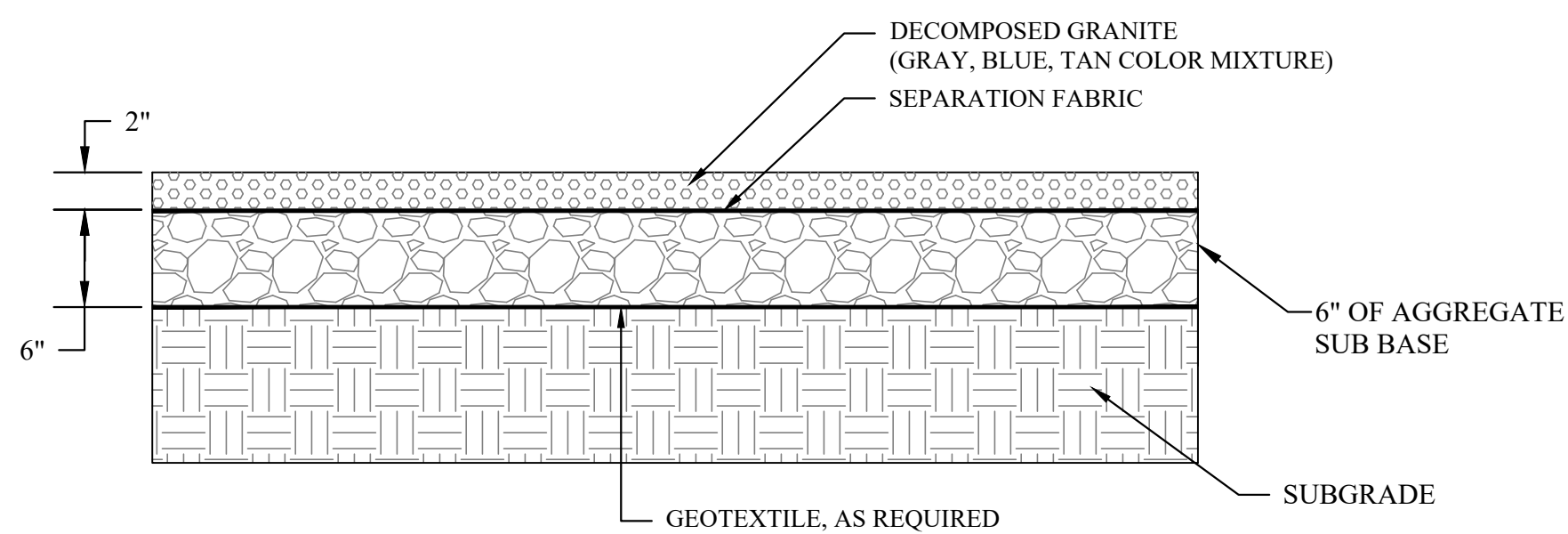
NOTES:

1. THE APPROPRIATE DETAILS AND NOTES OF STANDARD WVDOT SHEET PVT 7, SHEETS 1 AND 2 SHALL APPLY TO THIS STANDARD DETAIL.
2. DETECTABLE WARNING SURFACES SHALL EXTEND ACROSS THE FULL WIDTH OF THE CURB RAMP, LANDING, OR TRANSITION.
3. DOMES SHALL BE ALIGNED IN THE PREDOMINANT DIRECTION OF THE CURB RAMP.
4. DESIGN AND PLACEMENT OF DETECTABLE WARNING SYSTEMS SHALL BE IN ACCORDANCE WITH SECTION 609 OF THE SPECIFICATIONS AND THE PUBLIC RIGHTS OF WAY ACCESSIBILITY GUIDELINES (PROWAG).

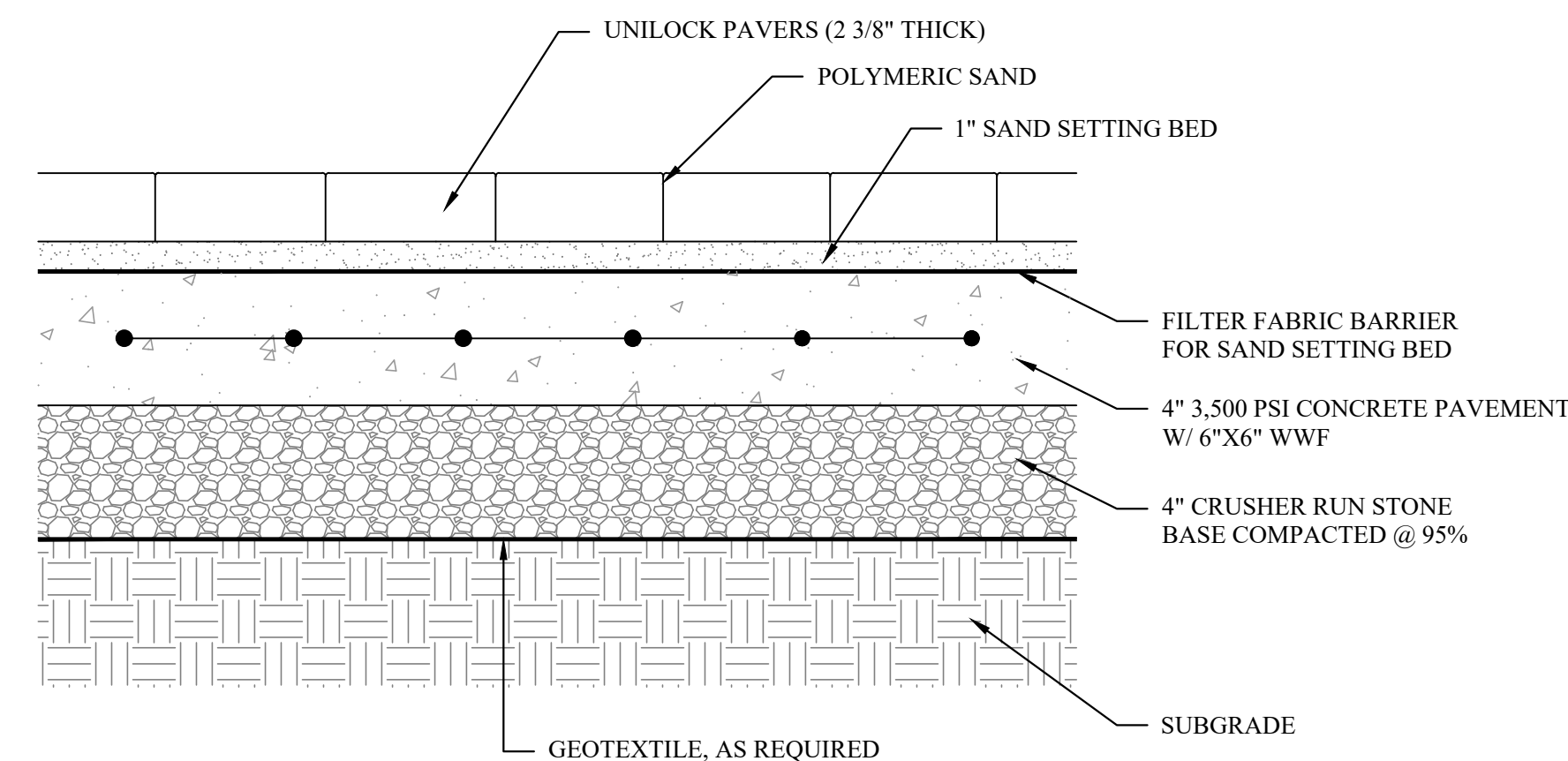


DETECTABLE WARNING SURFACE
NOT TO SCALE

1



DECOMPOSED GRANITE SECTION
NOT TO SCALE



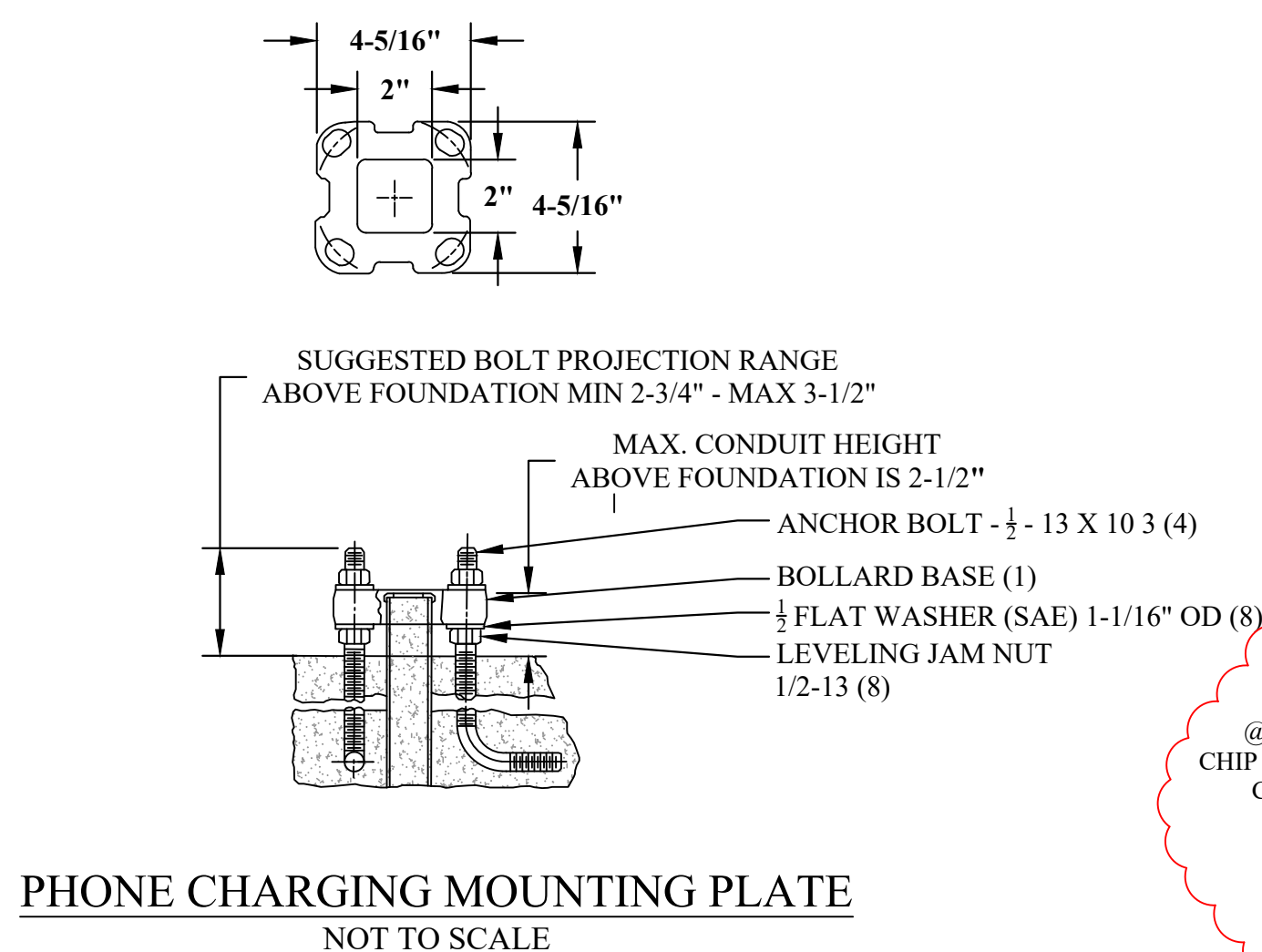
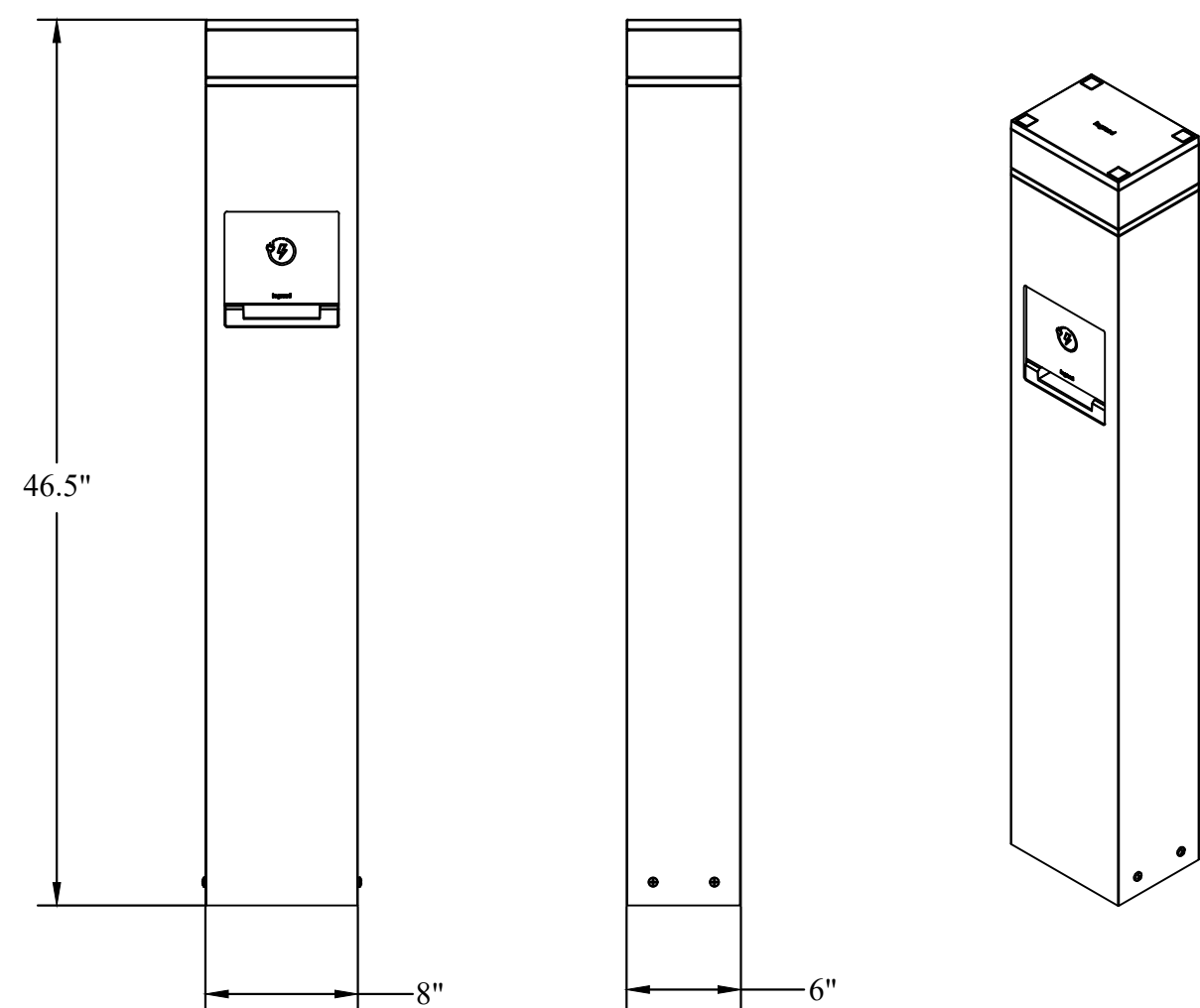
SIDEWALK PAVERS:
UNILOCK BEACON HILL SMOOTH PAVERS

RANDOM BUNDLE (PEDESTRIAN PAVER THICKNESS)
LARGE RECTANGLE - 21.25" X 14.125" X 2.375"
SMALL RECTANGLE - 14.125" X 7.125" X 2.375"
SQUARE - 14.125" X 14.125" X 2.375"

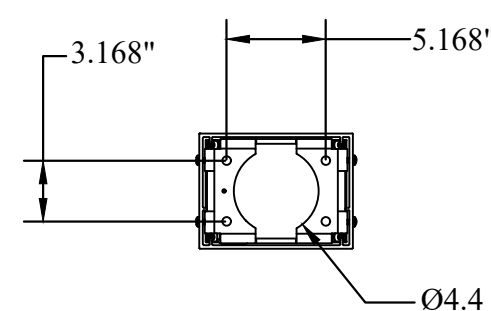
FINISH: SMOOTH PREMIER

COLORS:
MAIN COLOR: STEEL MOUNTAIN

PLAZA PAVER SECTION
NOT TO SCALE

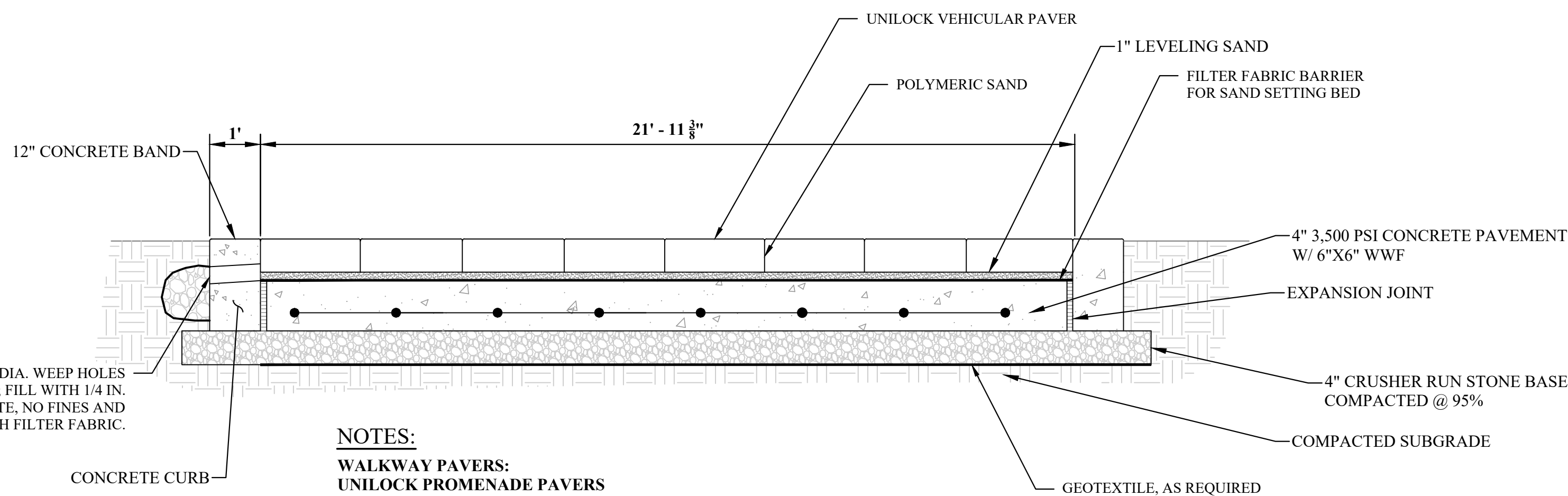


PHONE CHARGING MOUNTING PLATE
NOT TO SCALE



NOTES
PHONE CHARGING STATIONS WITH ACCENT LIGHT TO BE
LEGRAND CATALOG NUMBER XCSAL3GRU-SV.

OUTDOOR PHONE CHARGING STATIONS
NOT TO SCALE



NOTES:
WALKWAY PAVERS:
UNILOCK PROMENADE PAVERS

6" X 24" X 6" (VEHICULAR PAVER THICKNESS)

FINISH: SMOOTH PREMIER

COLORS:
MAIN COLOR: PREMIERE 90 (BUFF) = 70%
ACCENT COLORS: PREMIER CHARCOAL = 20%
PREMIER BROWN = 10%

CENTRAL WALKWAY WITH CONCRETE BASE & CONCRETE BANDING (TYP)
NOT TO SCALE

USER: samuel rich
LAYOUT: C10.04 DETAILS
PLOT DATE/TIME: 4/9/2021 10:29 AM
CAD FILE: R:\030\030-10146 - CHARLESTON SLACK PLAZA\Drawing\0146-DETAILS.dwg

NO.	BY	DATE	DESCRIPTION
1	SAR	04/09/2021	REVISIONS TO DETAIL SHEETS.

SCALE: SEE GRAPHIC SCALE
DRAWN: EW DATE: 03/29/2021
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FIELD BOOK No.:

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PHASE No.
CONTRACT No.
PROJECT No.
030-10284.00

DETAILS
SLACK PLAZA RENOVATIONS
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SHEET No.
C10.04