Home

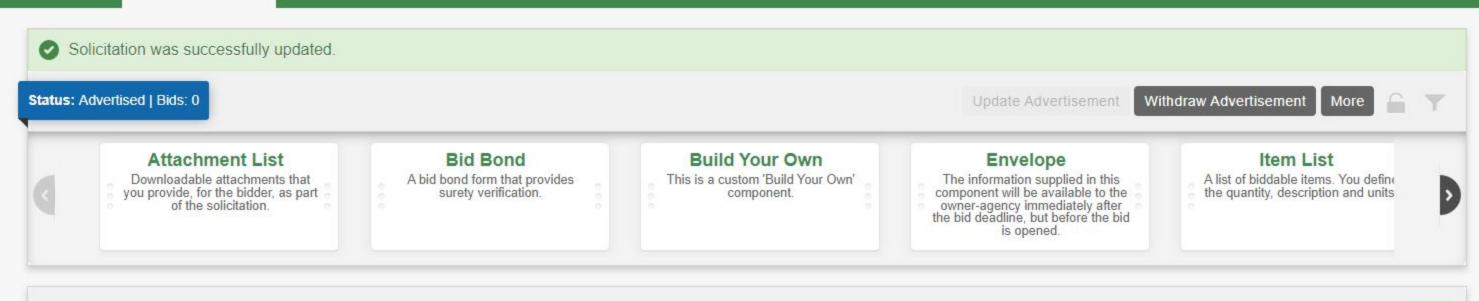
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## Number

E2 06/23-151 Concrete Sidewalk & Accessible Ramp Project Summer 2023

## Deadline

07/05/2023 10:00 AM EDT

## **Auto Advertise**

## Description

The Concrete Sidewalk and Accessible Ramp Project shall consist of replacing or restoring existing concrete accessibility ramps and sidewalk throughout various locations of Charleston. All work shall be in compliance with the July 26, 2011, Public Right-of-Way Accessibility Guidelines (PROWAG), Chapter R3: Technical Requirements. This work shall include the furnishing of all material, labor, tools, and equipment necessary to complete and protect all phases of the work performed as shown upon the attached details and in accordance with these specifications.

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

## Allow zero unit prices and labor?

Yes

## Allow negative unit prices and labor?

Yes

## Allow Electronic Signatures?

Yes

## Allow vendors to ask questions?

Yes

## Restricted?

No

## Mark solicitation as an RFP?

No



Edit

specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

## THIS IS A FEDERAL WAGE RATE PROJECT

Pre-bid Meeting:

A mandatory pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications will be held at Charleston City Engineering office at 114 Dickinson Street, Charleston WV 25301 at 1:30 p.m., Wednesday, June 28, 2023.

## Locations (1)

Edit

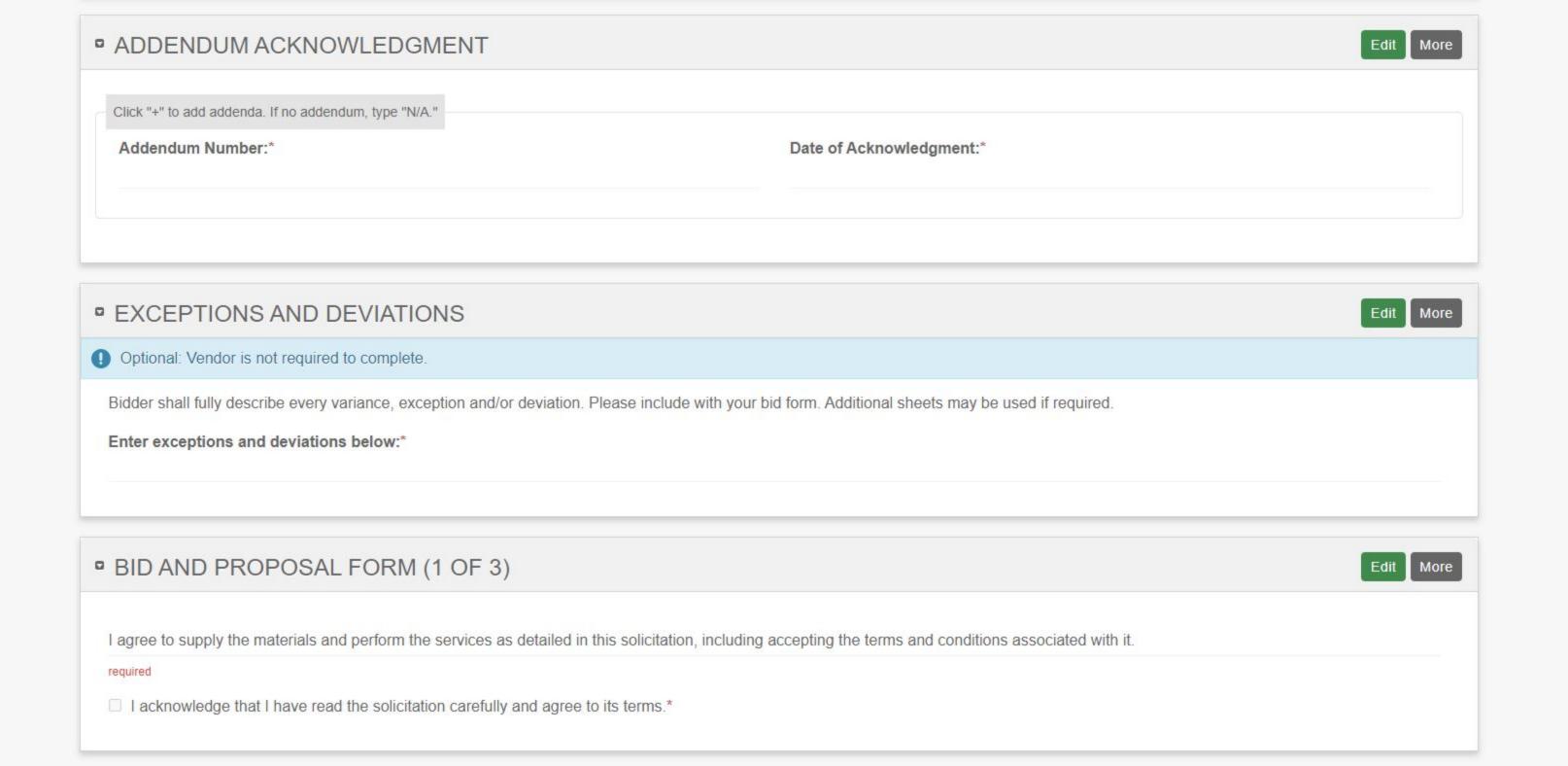
1 Locations Listed

1 - Kanawha, West Virginia



□ Q & A		Edit Print
Deadline 06/29/2023 03:00 PM EDT	Remarks	
No questions have been asked.		
□ ATTACHMENT LIST		Edit More

	TACHMENT LIST	Edit Mo
rder	Name	Description
1	E2 06-23-151 Concrete Sidewalk & Accessible Ramp Project Summer 2023.pdf (121 KB)	
2	Standard and Payment Detail.pdf (166 KB)	
3	WVDOH Standard Ramp Details.pdf (6.89 MB)	
4	INFORMATION FOR BIDDERS-2023-E2 06-23-151 Concrete Sidewalk & Accessible Ramp.pdf (169 KB)	
5	Terms and Conditions.pdf (149 KB)	
6	GENERAL CONDITIONS- For Construction Projects.pdf (112 KB)	
7	COC Purchasing Affidavit.pdf (60.2 KB)	
8	Drug-Free_Workplace_Affidavit.pdf (78.1 KB)	
9	Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)	→ OPTIONAL
10	wv80.txt (21.8 KB)	FEDERAL WAGE RATE REQUIREMENTS



## □ BID AND PROPOSAL FORM (2 OF 3)

Edit

More

Search for Item Code or Description		Reset Search
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Order	Description	Unit	Quantity	Alternate	Optional	Fixed (Unit Cost)	Unit Cost Item Total
Alternate	es are not included in bid total.						
1	Item 3.01 – Concrete Ramp and Sidewalk	SF	30,925.00	×	×	×	
2	Item 3.02 - Curb and Gutter	LF	450.00	×	×	×	
3	Item 3.03 - Integral Curb	LF	2,980.00	×	×	×	
4	Item 3.04 - Plain Curb	LF	600.00	×	30	×	
5	Item 3.05 - Detectable Warning Surfaces	EA	182.00	×	×	×	
6	Item 3.06 – Curb Inlet Adjustment	EA	12.00	×	×	×	
7	Item 3.07 - Asphalt Replacement	TON	10.00	×	×	×	
8	Item 3.08 – Traffic Control	LS	1.00	×	×	×	
9	Item 3.09 – Allowances Item 3.09 – Allowances	LS	1.00	×	×	×	\$10,000.00
Items							Cost Estimate: \$10,000

BID AND PROPOSAL FORM (3 OF 3)	Edit More				
Local Vendor Preference: By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation. **					
☐ Business & Occupation Tax: By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation. **					
Equal Employment Opportunities: I acknowledge and agree that, in the performance of any City contract, the vendor 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. **					
Authorized Bidder's Signature:*	Title:*				
Printed/Typed Bidder's Name:*	Date:*				
Company Name:*					
Address:*					
Telephone Number:* Fax Number:					
Email Address:*					
□ MANDATORY PRE-BID MEETING	Edit More				
A mandatory pre-bid conference for the purpose of discussing and clarifying the project drawings and specifications will be held at the City of Charleston Charleston Engineering department at 114 Dickinson Street, Charleston WV 25301 at 1:30 p.m. on Wednesday June 28, 2023.  (Bidder acknowledges the pre-bid meeting requirement.)*					

# BID BOND ■ Bidder acknowledges that a 5% bid bond is required for submission.\* LIST OF STOCKHOLDERS Provide 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. If attaching PDF copy of List of Stockholders, type "Attached" in the fields below. Click "+" to add Stockholders. If none, type "N/A." Stockholder Name:\* Stockholder Address:\*

## VENDOR PROTESTS



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 seven (7) calendar days of after City Council approves of the award. 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 Protestor's name, address, telephone number, and fax number;
- 2. The solicitation number;
- 3. A detailed statement of the legal and/ or factual grounds for the protest;
- 4. Copies of all relevant and supporting documentation, if necessary; and
- 5. A statement as to the form of resolution or relief sought.

## FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous 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 may be held within five (5) business days of the date of receipt of the written response to the 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. If a hearing is held, 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.

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 may be held within five (5) business days of the **date of receipt of the written response to the 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. If a hearing is held, 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. The decision of the city manager is final and is not appealable. 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:*

Required Document List		Edit More
Name	Description	Omission Terms
List of Stockholders	Please upload a copy of Bidder's List of Stockh	I have no Stockholders or have provided my Lis
Drug-Free Workplace Conformance Affidavit	Please upload a signed and notarized copy of B	
City Purchasing Affidavit	Please upload a signed and notarized copy of B	
Bid Bond (5% of bid price)	Please upload a copy of a fully executed 5% bi	
Local Vendor Preference	⊕ (Optional)	
5 Required Documents		

## 3.0 DETAILED SPECIFICATIONS

## 3.01 Concrete Ramp and Sidewalk

3.01.01 Description

This work shall consist of excavation and the removal of all existing materials to a grade necessary for new construction, furnishing and placing all necessary concrete as shown on the plans and grooming and seeding adjacent soils.

3.01.02 Construction Methods

Class B concrete with a minimum 28-day compressive strength of 3,000 psi and a minimum 5-inches thickness shall be used for construction of the sidewalks and ramps. Construction shall be in accordance with the 2023 WVDOH Standard Specifications for Roads and Bridges, Section 609-Sidewalks, Public Right-of-Way Accessibility Guidelines (PROWAG) requirements and the attached details.

Bedding shall consist of 5-inches of crushed limestone compacted to a dense and non-yielding condition, equivalent to approximately 95% of the maximum density as determined by the Standard Proctor Method.

All exposed concrete surfaces shall have a light broom finish transverse to the line of traffic and free of voids and defects. The contractor shall be responsible for protecting the finished surface during the initial curing period from tampering. Any damaged or tampered sidewalk, at the discretion of the City Engineer, shall be repaired or replaced at no additional cost to the City.

All streets, alleys, driveways, curbs and sidewalks are to be saw-cut and have a smooth edge free of jagged and rough edges.

Earthwork shall consist of furnishing and spreading soil, straw, seed and fertilizer on all disturbed areas. The soil shall be free of rocks and debris. The straw, seed and fertilizer shall be distributed according to the manufacturer's recommendations. Grass seed shall consist of Kentucky 31 Fescue mix.

3.01.03 Method of Measurement and Payment

Excavation, forming and placement of concrete, backfilling of soil, grooming and seeding and other items incidental to proper construction will be measured and paid on a unit-basis bid for Item 3.01 - Concrete Ramp and Sidewalk.

## 3.02 Curb and Gutter

3.02.01 Description

This work shall consist of excavation and the removal of all materials encountered, furnishing and placing all necessary concrete and reinforcing steel as shown on the plans.

3.02.02 Construction Method

Class B concrete with a minimum 28-day compressive strength of 3,000 psi shall be used for construction of the curb and gutter. The top of the new curb shall match the elevation of the new or existing sidewalk except in those cases where extending the curb above the sidewalk is deemed necessary by the City Engineer. Slope of the gutter shall match the grade of the existing pavement. Construction shall be in accordance with the 2023 WVDOH Standard Specifications for Roads and Bridges, Section 610-Curbs, Combination Curbs and Gutters and Medians and the attached details.

Bedding shall consist of 5-inches of crushed limestone compacted to a dense and non-yielding condition, equivalent to approximately 95% of the maximum density as determined by the Standard Proctor Method.

All exposed concrete surfaces shall have a light broom finish and free of voids and defects. The contractor shall be responsible for protecting the finished surface during the initial curing period from tampering. Any damaged or tampered sidewalk, at the discretion of the City Engineer, shall be repaired or replaced at no additional cost to the City.

All streets, alleys, driveways, curbs and sidewalks are to be saw-cut and have a smooth edge free of jagged and rough edges.

The voids between the newly poured curb and gutter and the street shall be backfilled with Class B concrete with a compressive strength as that of the curb and gutter. The backfill shall be 1½" lower than the gutter and street elevation to receive asphalt.

3.02.03 Method of Measurement and Payment

Excavation, forming and placement of concrete, saw-cutting streets and driveways, and other items incidental to proper construction will be measured and paid on a unit-basis bid for Item 3.02 - Curb and Gutter.

## 3.03 Integral Curb

3.03.01 Description

This work shall consist of excavation and the removal of all materials encountered, furnishing and placing all necessary concrete and reinforcing steel as shown on the plans.

3.03.02 Construction Method

Class B concrete with a minimum 28-day compressive strength of 3,000 psi shall be used for construction of the integral curb. The top of the new curb shall match the elevation of the new sidewalk. Construction shall be in accordance with the 2023 WVDOH Standard Specifications for Roads and Bridges, Section 610-Curbs, Combination Curbs and Gutters and Medians and the attached details.

Bedding shall consist of 5-inches of crushed limestone compacted to a dense and non-yielding condition, equivalent to approximately 95% of the maximum density as determined by the Standard Proctor Method.

All exposed concrete surfaces shall have a light broom finish and free of voids and defects. The contractor shall be responsible for protecting the finished surface during the initial

curing period from tampering. Any damaged or tampered sidewalk, at the discretion of the City Engineer, shall be repaired or replaced at no additional cost to the City.

All streets, alleys, driveways, curbs and sidewalks are to be saw-cut and have a smooth edge free of jagged and rough edges.

The voids between the newly poured curb and the street shall be backfilled with Class B concrete with a compressive strength as that of the integral curb. The backfill shall be 1½" lower than the street elevation to receive asphalt.

## 3.03.03 Method of Measurement and Payment

Excavation, forming and placement of concrete, saw-cutting streets and driveways and other items incidental to proper construction will be measured and paid on a unit-basis bid for Item 3.03 - Integral Curb.

### 3.04 Plain Curb

## 3.04.01 Description

This work shall consist of excavation and the removal of all materials encountered, furnishing and placing all necessary concrete and reinforcing steel as shown on the plans.

### 3.04.02 Construction Method

Class B concrete with a minimum 28-day compressive strength of 3,000 psi shall be used for construction of the plain curb. The top of the new curb shall match the elevation of the new sidewalk. Construction shall be in accordance with the 2023 WVDOH Standard Specifications for Roads and Bridges, Section 610-Curbs, Combination Curbs and Gutters and Medians and the attached details.

All exposed concrete surfaces shall have a light broom finish and free of voids and defects. The contractor shall be responsible for protecting the finished surface during the initial curing period from tampering. Any damaged or tampered sidewalk, at the discretion of the City Engineer, shall be repaired or replaced at no additional cost to the City.

All streets, alleys, driveways, curbs and sidewalks are to be saw-cut and have a smooth edge free of jagged and rough edges.

The voids between the newly poured curb and the street shall be backfilled with Class B concrete with a compressive strength as that of the plain curb. The backfill shall be 1½" lower than the street elevation to receive asphalt.

## 3.04.03 Method of Measurement and Payment

Excavation, forming and placement of concrete, saw-cutting streets and driveways and other items incidental to proper construction will be measured and paid on a unit-basis bid for Item 3.04 - Plain Curb.

## 3.05 Detectable Warning Surfaces

3.05.01 Description

This work includes the furnishing of all materials, tools and other equipment necessary for the installation of detectable warning surfaces at each accessible ramp location.

## 3.05.02 Construction Method

Contractor shall install 24"x48" (min.) plastic set-in-place detectable warning panels for wet concrete and plastic surface mount detectable warning panels for cured concrete. The color shall be brick red. Detectable warning panels shall be from an ADA certified manufacturer meeting Public Right-of-Way Accessibility Guidelines (PROWAG) requirements. Installation shall be in accordance with the manufacturer's specifications and the 2023 WVDOH Standard Specifications for Roads and Bridges, Section 609-Sidewalks.

3.05.03 Method of Measurement and Payment

All material and tools necessary and other items incidental to the proper placement of the detectable warning system will be measured and paid on a unit-basis bid for Item 3.05 - Detectable Warning Surfaces.

## 3.06 Curb Inlet Adjustment

3.06.01 Description

This work includes the furnishing of all materials, tools and other equipment necessary for the adjustment of curb inlet tops as may be necessary for the proper installation of curbs, ramps and sidewalk.

3.06.02 Construction Method

Construction shall be in accordance with the 2023 WVDOH Standard Specifications for Roads and Bridges, Section 605-Manholes and Inlets.

3.06.03 Method of Measurement and Payment

Excavation, saw-cutting, grout, backfill and other items incidental to proper construction will be measured and paid on a unit-basis bid for Item 3.06 - Curb Inlet Adjustment.

## 3.07 Asphalt Replacement

3.07.01 Description

This work includes the furnishing of asphalt, tools, milling grinder, rollers and other equipment necessary for the proper placement of asphalt at locations where streets may have been saw-cut or damaged during the excavation of curbs and sidewalk.

3.07.02 Construction Method

Asphalt shall be obtained from a supplier approved by the WVDOH and shall be compacted to a dense and non-yielding condition of 1½" thickness. Contractor shall be responsible for any asphalt removal that may be required up to 4 ft. from curb line into the street to correct any street to ramp grade irregularities, drainage issues, etc. to ensure public safety.

## 3.07.03 Method of Measurement and Payment

All material and tools necessary and other items incidental to the proper placement of the asphalt will be measured and paid on a unit-basis bid for Item 3.07 - Asphalt Replacement.

### 3.08 Traffic Control

## 3.08.01 Description

This work shall include but not limited to the furnishing of cones, signs, barricades, flashing lights, flaggers, etc. on site to ensure public safety. Contractor shall submit traffic control plans for the purpose of obtaining a temporary street closure permit from the City Traffic, Parking & Transportation (TPT) Department. No fee will be required for the permit. Local residents shall be notified of traffic and parking disruptions prior to beginning work.

### 3.08.02 Construction Method

Traffic control shall be in accordance with the 2006 WVDOT Temporary Traffic Control for Streets and Highways.

## 3.08.03 Method of Measurement and Payment

All material, tools and equipment necessary and other items incidental for proper traffic control will be measured and paid on a unit-basis bid for Item 3.08 - Traffic Control. Partial payments will be made as the work progresses in accordance with the following schedule.

i. Twenty Five percent (25%) of the amount bid for Traffic Control will be released to the Contractor in quarterly increments of the Total Project completion.

#### 3.09 Allowances

## 3.09.01 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 for 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. The price bid for Item 3.09 - Allowances has been set at \$10,000.

#### 3.09.02 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.

## 3.09.03 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 manor with the contractor. If there are no unanticipated works, then the Allowances will not be utilized or paid.

## **General List of Locations is as follows:**

Ramp Replacements Virginia St. E./Truslow St. – 2 Ramps Virginia St. E./Goshorn St. – 4 Ramps Virginia St. E./Court St. – 2 Ramps 5th Ave. W./26th St. - 2 Ramps 5th Ave. W./27th St. – 4 Ramps 5th Ave. W./29th St. - 3 Ramps Kemp Ave./Rebecca St. – 3 Ramps Beech Ave./Somerset Dr. – 6 Ramps Beech Ave./Mathews Ave. – 8 Ramps Beech Ave./Park Ave. – 4 Ramps Beech Ave./West Ave. – 4 Ramps Stephen Ave./Beech Ave. – 3 Ramps Garden St./Hunt Ave. – 1 Ramp Park Ave./Orchard St. – 6 Ramps Park Ave./Garden St. – 6 Ramps Park Ave./Red Oak St. – 6 Ramps Madison St./Florida St. – 2 Ramps Madison St./Beatrice St. – 2 Ramps Madison St./Adams St. – 2 Ramps Madison St./Russell St. – 1 Ramp Adams St./7th Ave. - 4 Ramps Adams St./Homer St. – 4 Ramps Hunt Ave./7th Ave. – 4 Ramps Hunt Ave./ Homer St. – 2 Ramps Russell St./7th Ave. – 4 Ramps Russell St./Alley - 2 Ramps 4th Ave./Stockton St. – 2 Ramps Tennessee Ave/Wyoming St. – 4 Ramps Tennessee Ave/Roane St. – 8 Ramps Crescent Rd./Watts Ave. – 2 Ramps Crescent Rd./Buchanan St. – 1 Ramp Laidley St./Quarrier St. – 3 Ramps Brooks St./Quarrier St. – 8 Ramps McFarland St./Virginia St. – 4 Ramps Dickinson St./Virginia St. – 1 Ramp Hale St./Virginia St. – 2 Ramps Alley running east off Brooks to Morris between Virginia and Quarrier – 4 Ramps Thompson St./Jackson St. – 4 Ramps Alley off Thompson between Jackson and Washington – 4 Ramps Dixie St./Nancy St. – 2 Ramps Dixie St./Thompson St. - 6 Ramps

Alley off Dixie between Nancy and Thompson – 2 Ramps

Jackson St./Nancy St. – 8 Ramps

## Alley off Jackson between Thompson and Nancy – 2 Ramps

Bridge Rd./Justice Row – 1 Ramp
Bridge Rd./Myrtle Rd. – 1 Ramp
Bridge Rd./Walnut Rd. – 5 Ramps
Bridge Rd./Crossing at 1034 Bridge Rd. – 2 Ramps
Bridge Rd./Forest Rd. – 2 Ramps
Tennis Club Rd./End GW Parking Lot – 1 Ramp
Tennis Club Rd./Centre Court Rd. – 2 Ramps
Tennis Club Rd./Presidential Dr. Dr. – 2 Ramps

Presidential Dr./Hamilton Pl. - 1 Ramp

Presidential Dr./South Gate Rd. – 2 Ramps

## **Curb and Sidewalk Replacement**

<u>Greyhound Bus Station</u>-Replacing brick portion of sidewalk and curb (as needed) on Lee, Reynolds and Washington Streets. This work includes 4 ramps. <u>629 Main Street</u>-Replacing curb and sidewalk on east side of Elm St. from intersection of Main St. and Elm St. south for approx. 85'. This work includes 1 ramp.

## **TOTAL: 182 RAMP REPLACEMENTS**

## NOTE:

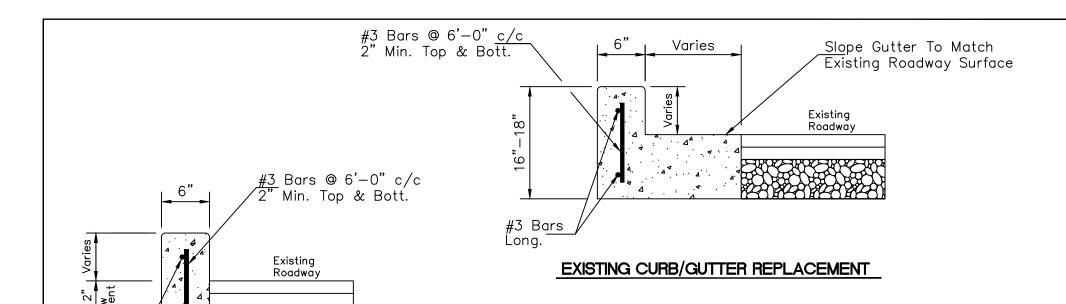
List is subject to change based on modifications to the paving list.

Highlighted intersections to be completed first.

\*\*\* All items required for project completion but not listed separately shall be considered incidental to the items shown. Quantities are estimates for bidding purposes only; the City of Charleston will only pay for actual quantities installed. The City of Charleston reserves the right to vary quantities up to 50% with no increase in unit price. Specified ramp types and locations are subject to change during construction.

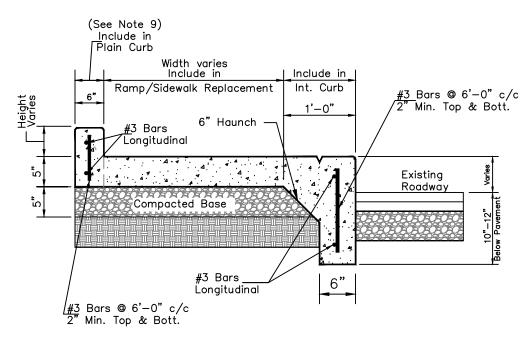
## **EXCEPTIONS AND DEVIATIONS**

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



#3 Ba<u>rs</u> Long.

EXISTING PLAIN CURB REPLACEMENT



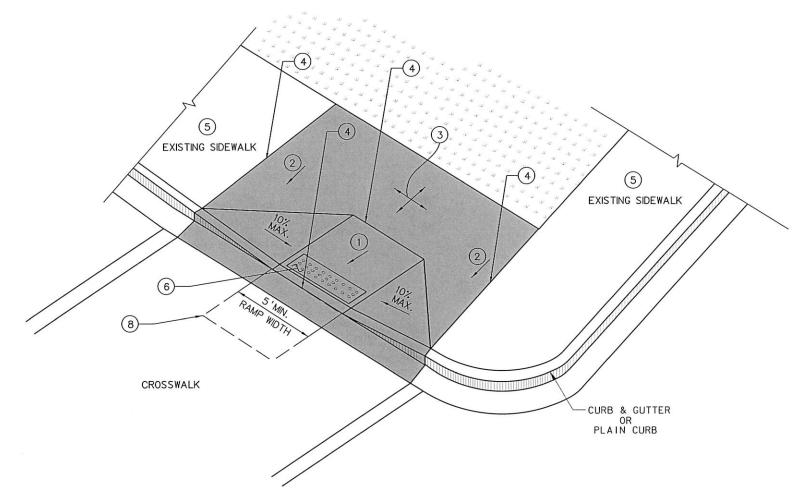
## EXISTING CURB AND SIDEWALK REPLACEMENT AND PAYMENT DETAIL

## NOTES:

- 1. All dimensions are minimums to be used for bidding purposes. Actual constructed dimensions shall match existing conditions in all cases.
- 2. Class "B" concrete shall have a minimum 28—day compressive strength of 3000 psi.
- 3. Care shall be taken to avoid damage to the existing roadway surface during construction.
- 4. When curbing replaces curb and gutter, void is to be backfilled with compactible material.
- 5. Expansion joints are to be spaced at a max—imum of twenty(20) feet apart.
- 6. Base course to be compacted according to the W.V.D.O.H. Specifications. If required, contractor shall be responsible for compaction tests.
- 7. All exposed corners shall have a rounded edge.
- 8. All sidewalks and base course at driveway, street and alley crossings shall be 8" thick.
- 9. Curb installation at back sidewalk shall be required as needed.

## SCALE: N.T.S.

Ī	DRAWN BY: A.Antill	approved by: Chris Knox	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
		APPROVED BI: OHITS INTOX		CONCRETE SIDEWALK	STANDARD	
	DATE: 5/18/23	PROJ. NO.		AND	AND	1 1
	DWG. NO.:	DWG. H: \Curb and Sidewalk and ADA Ramps\		ACCESSIBLE RAMP PROJECT	PAYMENT DETAILS	•
		Curb and Sidewalk Details.Dwg		ACCESSIBLE NAIVIF FROJECT	FAIMENT DETAILS	



## **TYPE I RAMP**

### LEGEND

- $\fbox{1}$  8.33% (12:1) MAXIMUM RAMP SLOPE INCLUDING CONSTRUCTION TOLERANCE SLOPE OF RAMP SHALL CARRY THROUGH TO FACE OF CURB
- (2) CROSS SLOPE: 2.00% MAXIMUM INCLUDING CONSTRUCTION TOLERANCE
- CURB RAMPS REQUIRE A (5'-O") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
- GRADE BREAK REQUIRED TO BE FLUSH (O") AND PERPENDICULAR TO PEDESTRIAN PATH OF TRAVEL
- 5 IF SIDEWALK IS EXISTING AND NON-COMPLIANT SEE "TRANSITION TO EXISTING NON-COMPLIANT SIDEWALK" DETAIL SHEET 12
- 6 DETECTABLE WARNING SURFACE (DWS)" DETAIL SHEET 11
- 7 CURB WALL OR CHEEK WALL AS DICTATED BY FIELD CONDITIONS. SEE "EXISTING ADJACENT SURFACE TRANSITION"
- (8) CLEAR SPACE WIDTH OF CURB RAMP AND EXTENDING 4'
- (9) 3/4" CHAMFER EDGE

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PAY LIMITS FOR CURB RAMPS (EXCLUDING DWS)

## NOTES

THE TYPE OF RAMP TO BE USED SHALL BE AS SPECIFIED ON THE PLANS. THESE STANDARDS CAN BE CONSIDERED GUIDELINES IN SELECTING RAMP TYPES, HOWEVER THEY CAN BE DEVIATED FROM WITH A SPECIAL DETAIL AS NOTED IN PLANS.

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PREPARED 1-1-1999

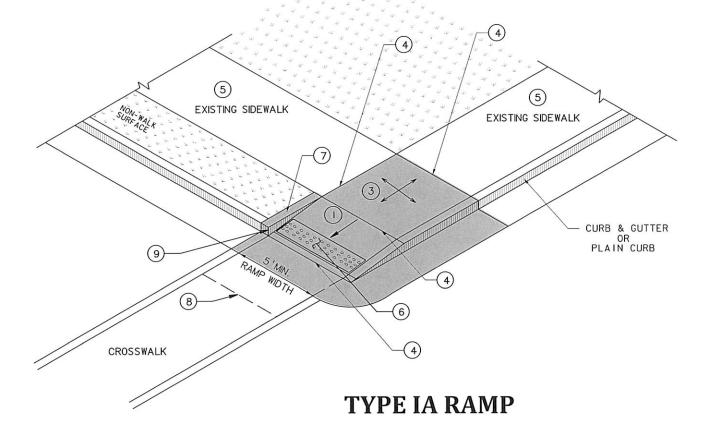
REVISION DATE
7/22/10
10/22/13
10/701/20

SIDEWALK RAMPS
(Sheet 1 of 13)
TYPE I RAMP

STANDARD SHEET PVT 7

NOT TO SCALE

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## LEGEND

- (1) 8.33% (12:1) MAXIMUM RAMP SLOPE INCLUDING CONSTRUCTION TOLERANCE SLOPE OF RAMP SHALL CARRY THROUGH TO FACE OF CURB
- (2) CROSS SLOPE: 2.00% MAXIMUM INCLUDING CONSTRUCTION TOLERANCE
- 3 CURB RAMPS REQUIRE A (5'-0") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
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- 7 CURB WALL OR CHEEK WALL AS DICTATED BY FIELD CONDITIONS. SEE "EXISTING ADJACENT SURFACE TRANSITION" DETAIL SHEET 13
- 8 CLEAR SPACE WIDTH OF CURB RAMP AND EXTENDING 4'
- (9) 3/4" CHAMFER EDGE

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PAY LIMITS FOR CURB RAMPS (EXCLUDING DWS)

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PREPARED 1-1-1999

REVISION DATE
7/22/0
10/22/3
10/00/20

STANDARD DETAIL

PREPARED 1-1-1999

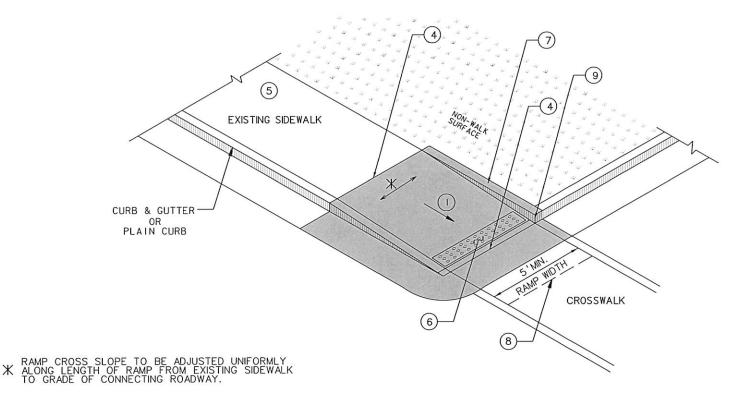
REVISION DATE
7/22/0
10/22/3
10/00/20

SIDEWALK RAMPS
(Sheet 2 of 13)

TYPE IA RAMP

STANDARD SHEET PVT 7

DACORD Room Down Mark for Building Books



## TYPE IB RAMP

#### LEGEND

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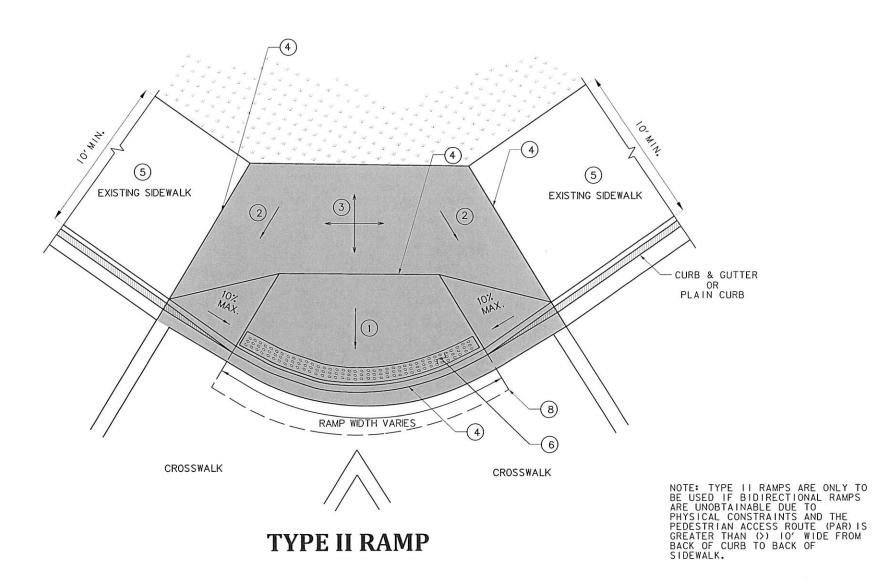
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DETAIL

PREPARED 1-1-1-1999
REVISION DATE
7/22/13
10/02/20
SIDEWALK RAMPS
(Sheet 3 of 13)
TYPE IB RAMP

STANDARD SHEET PVT 7



#### LEGEND

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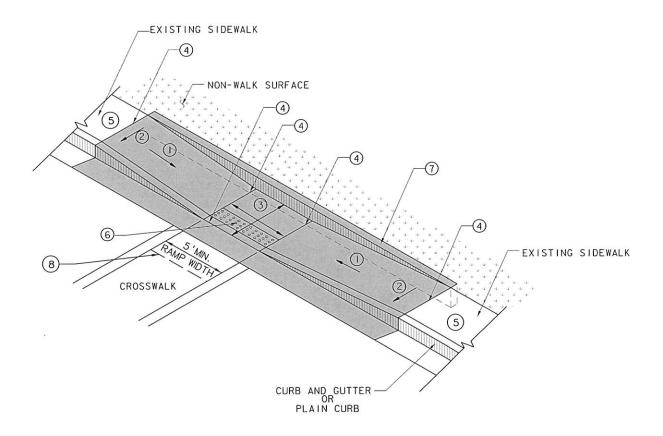
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PREPARED 1-1-1999
REVISION DATE
7/21/10
10/22/13
10/00/20
STANDARD DETAIL

PREPARED 1-1-1999
REVISION DATE
7/21/10
SIDEWALK RAMPS
(Sheet 4 of 13)
TYPE II RAMP

STANDARD SHEET PVT 7



## TYPE III RAMP

## LEGEND

- 8.33% (12:1) MAXIMUM RAMP SLOPE INCLUDING CONSTRUCTION TOLERANCE SLOPE OF RAMP SHALL CARRY THROUGH TO FACE OF CURB
- (2) CROSS SLOPE: 2.00% MAXIMUM INCLUDING CONSTRUCTION TOLERANCE
- (3) CURB RAMPS REQUIRE A (5'-0") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
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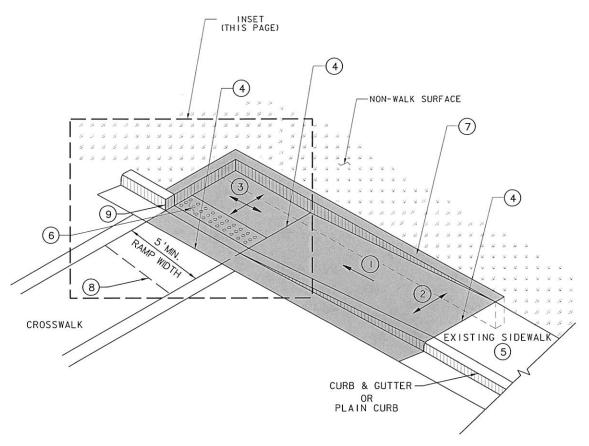
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DIVISION OF HIGHWAYS
STANDARD DETAIL

PREPARED 1-1-1-1999
REVISION DATE
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(Sheet 5 of 13)
TYPE III RAMP

STANDARD SHEET PVT 7

DACATE COMPANY NAME OF THE PARTY OF THE PART



## **TYPE IIIA - OPTION 1**

END OF SIDEWALK PREFERED OPTION

### LEGEND

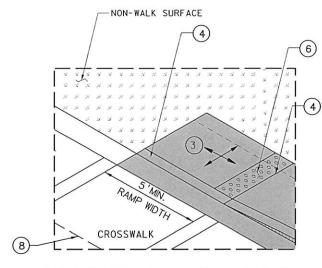
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- 3 CURB RAMPS REQUIRE A (5'-0") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
- GRADE BREAK REQUIRED TO BE FLUSH (O") AND PERPENDICULAR TO PEDESTRIAN PATH OF TRAVEL
- (5) IF SIDEWALK IS EXISTING AND NON-COMPLIANT SEE "TRANSITION TO EXISTING NON-COMPLIANT SIDEWALK" DETAIL SHEET 12
- 6 DETECTABLE WARNING SURFACE
  SEE "DETECTABLE WARNING SURFACE (DWS)" DETAIL SHEET 11
- 7 CURB WALL OR CHEEK WALL AS DICTATED BY FIELD CONDITIONS. SEE "EXISTING ADJACENT SURFACE TRANSITION" DETAIL SHEET 13
- 8 CLEAR SPACE WIDTH OF CURB RAMP AND EXTENDING 4'
- (9) 3/4" CHAMFER EDGE

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## **TYPE IIIA - OPTION 2**

END OF SIDEWALK ALTERNATE OPTION (WITHOUT CURB OR CHEEK WALL)

PAY LIMITS FOR CURB RAMPS (EXCLUDING DWS)

#### NOTES

THE TYPE OF RAMP TO BE USED SHALL BE AS SPECIFIED ON THE PLANS. THESE STANDARDS CAN BE CONSIDERED GUIDELINES IN SELECTING RAMP TYPES, HOWEVER THEY CAN BE DEVIATED FROM WITH A SPECIAL DETAIL AS NOTED IN PLANS.

RAMP CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 609 OF THE CURRENT WVDOT, DOH STANDARD SPEFICIATIONS ROADS AND BRIDGES AND ANY SUBSEQUENT DOH SUPPLEMENTAL SPECIFICATIONS, AND THE PUBLIC RIGHTS OF WAY ACCESSIBILITY GUIDELINES (PROWAG) DATED JULY 26, 2011. RAMP SURFACE SHALL INCLUDE A "DETECTABLE WARNING SURFACE" (SEE PVT7 SHT. 11 OF 13) AS SHOWN FOR EACH RAMP TYPE. A COARSE BROOM FINISH, TRANSVERSE TO FLARE SLOPES, OR EQUAL NON-SKID FINISH SHALL BE PROVIDED ON CONCRETE SURFACES.

NORMAL GUTTER FLOW LINE AND PROFILE SHALL BE MAINTAINED THROUGH THE RAMP AREA, UNLESS OTHERWISE SHOWN OR SPECIFIED. POSITIVE DRAINAGE MUST BE MAINTAINED SO THAT NO PONDING OCCURS WITHIN THE RAMP OR CLEAR SPACE AREA.

1/4" MINIMUM, 1/2" MAXIMUM PREFORMED EXPANSION JOINT FILLER, MEETING THE REQUIREMENTS OF SECTION 609 OF THE SPECIFICATIONS, AS NOTED ABOVE, SHALL BE PLACED AT ALL LOCATIONS WHERE RAMP CONTACTS CURB, GUTTER, CONCRETE PAVEMENT, OR OTHER RIGID OBJECTS.

WHERE EXISTING SIDEWALK CONNECTS TO PROPOSED SIDEWALK OR RAMPS, EXPANSION JOINTS ALONG WITH DOWEL BARS WILL BE PLACED. DOWEL BARS WILL BE UTILIZED BETWEEN EXISTING AND PROPOSED TO REDUCE VERTICAL CHANGE. SEE SHEET 11 FOR ADDITIONAL INFORMATION.

SAWCUTS WILL BE UTILIZED DURING DEMOLITION OF EXISTING SIDEWALKS. SIMILAR METHODS MAY BE USED UPON APPROVAL BY FIELD ENGINEER.

RAMPS SHALL NOT BE PLACED IN LINE WITH DRAINAGE STRUCTURES. LOCATION OF THE RAMP SHALL TAKE PRECEDENCE OVER LOCATION OF THE DRAINAGE STRUCTURE, EXCEPT WHERE EXISTING STRUCTURES ARE BEING UTILIZED FOR CONSTRUCTION OF NEW RAMPS.

ANY GRATE IN PEDESTRIAN AREAS SHALL HAVE OPENINGS NOT GREATER THAN 1/2" AND SHALL BE PLACED WITH LONG DIMENSION OF OPENING PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.

IF THE 8.33% (12:1) SLOPE CANNOT BE OBTAINED DUE TO GRADE OF THE ADJACENT ROADWAY, THE SLOPED PORTION OF THE RAMP SHALL BE EXTENDED TO A MINIMUM LENGTH OF 15'-O".

EXISTING CROSS WALK AND STOP BAR MARKINGS TO BE ERADICATED AND RELOCATED AS DICTATED BY PROPOSED RAMP LOCATIONS. COST NOT INCIDENTAL TO COST OF PROPOSED RAMP.

CURB RAMP WIDTH SHALL MATCH SIDEWALK WIDTH PLUS CLEARANCE. TYPICAL SIDEWALK WIDTH IS 5' MINIMUM. RAMP WIDTHS LESS THAN 5' REQUIRE DIVISION/DISTRICT ENGINEER APPROVAL. WIDTHS LESS THAN 4' REQUIRE AN EXCEPTION JUSTIFICATION REPORT. SEE SHEET 11 FOR INFORMATION REGARDING RAMP THICKNESS.

GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.

CLEAR SPACE- BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE THE WIDTH OF THE CURB RAMP AND EXTENDING 4' MINIMUM INTO THE ABUTTING ROADWAY SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL TRAVEL LANE. SURFACE TO MATCH EXISTING. ANY CLEAR SPACE WORK TO BE COMPLETED WILL BE INCIDENTAL TO THE COST OF THE RAMP.

ALL CURB RAMPS SHALL BE CONSTRUCTED TO PROVIDE ACCESS TO EXISTING OPERABLE PARTS. AN EXAMPLE OF THIS WOULD BE PEDESTRIAN PUSH BUTTONS.

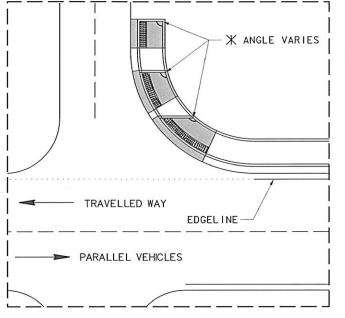
SHEET 1 OF 2

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DETAIL

PREPARED 1-1-1999

REVISION DATE
7/22/10
10/02/25
10/07/20
SIDEWALK RAMPS
(Sheet 6 of 13)
TYPE IIIA RAMP

STANDARD SHEET PVT 7



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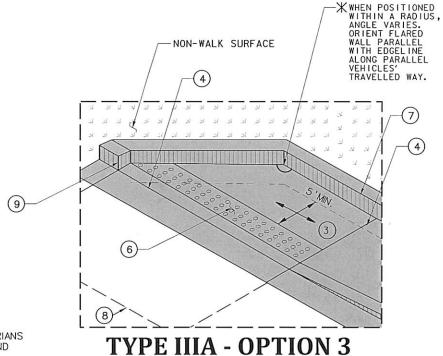
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\* LOCATIONS NOTED ARE EXAMPLES ONLY. CURB RAMP CAN BE LOCATED AT ANY POINT ALONG RADIUS OF SIDEWALK AS DETERMINED BY FIELD CONDITIONS. WIDTH AT CURB DEPENDENT ON ANGLE.

## **TYPE IIIA - OPTION 3**

EXAMPLE OF RAMP LOCATION ALONG RADIUS



## LEGEND

- (1) 8.33% (12:1) MAXIMUM RAMP SLOPE INCLUDING CONSTRUCTION TOLERANCE SLOPE OF RAMP SHALL CARRY THROUGH TO FACE OF CURB
- (2) CROSS SLOPE: 2.00% MAXIMUM INCLUDING CONSTRUCTION TOLERANCE
- 3 CURB RAMPS REQUIRE A (5'-0") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
- GRADE BREAK REQUIRED TO BE FLUSH (O") AND PERPENDICULAR TO PEDESTRIAN PATH OF TRAVEL
- (5) IF SIDEWALK IS EXISTING AND NON-COMPLIANT SEE "TRANSITION TO EXISTING NON-COMPLIANT SIDEWALK" DETAIL SHEET 12
- (6) DETECTABLE WARNING SURFACE
  SEE "DETECTABLE WARNING SURFACE (DWS)" DETAIL SHEET 11
- 7 CURB WALL OR CHEEK WALL AS DICTATED BY FIELD CONDITIONS. SEE "EXISTING ADJACENT SURFACE TRANSITION" DETAIL SHEET 13
- 8 CLEAR SPACE WIDTH OF CURB RAMP AND EXTENDING 4'
- (9) 3/4" CHAMFER EDGE

## END OF SIDEWALK

END OF SIDEWALK PREFERED OPTION (LARGER CURB ANGLE)

PAY LIMITS FOR CURB RAMPS (EXCLUDING DWS)

### NOTES

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GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.

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ALL CURB RAMPS SHALL BE CONSTRUCTED TO PROVIDE ACCESS TO EXISTING OPERABLE PARTS. AN EXAMPLE OF THIS WOULD BE PEDESTRIAN PUSH BUTTONS.

SHEET 2 OF 2

PREPARED 1-1-1999

REVISION DATE

7/21/10

10/22/13

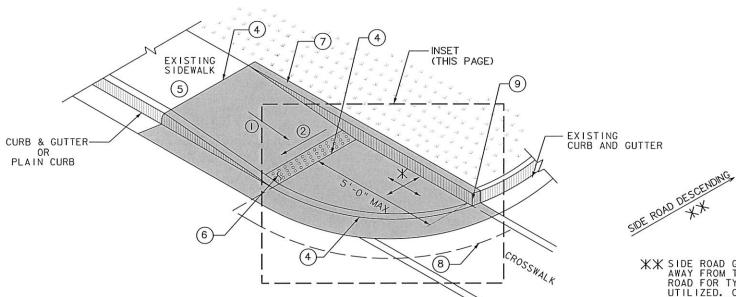
10/01/20

SIDEWALK RAMPS

(Sheet 7 of 13)

TYPE IIIA RAMP

STANDARD SHEET PVT 7



\*\* SIDE ROAD GRADE MUST DECEND AWAY FROM THE RAMP AND PARALLEL ROAD FOR TYPE IIIB TO BE UTILIZED. OTHERWISE WATER WILL POOL ON THE RAMP.

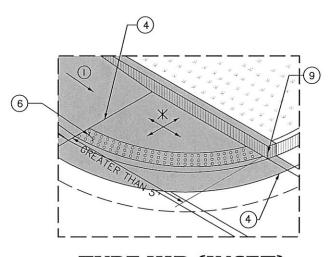
## **TYPE IIIB**

(DESCENDING SIDE ROAD ONLY)

## LEGEND

\*\*AREA CROSS SLOPE TO BE ADJUSTED UNIFORMLY ALONG LENGTH OF AREA FROM BOTTOM OF RAMP TO DESCENDING GRADE OF CONNECTING ROADWAY.

- $\begin{array}{c} \textcircled{1} & 8.33\% \text{ (12:1) MAXIMUM RAMP SLOPE INCLUDING CONSTRUCTION TOLERANCE} \\ \text{SLOPE OF RAMP SHALL CARRY THROUGH TO FACE OF CURB} \end{array}$
- (2) CROSS SLOPE: 2.00% MAXIMUM INCLUDING CONSTRUCTION TOLERANCE
- (3) CURB RAMPS REQUIRE A (5'-O") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
- (4) GRADE BREAK REQUIRED TO BE FLUSH (O") AND PERPENDICULAR TO PEDESTRIAN PATH OF TRAVEL
- (5) IF SIDEWALK IS EXISTING AND NON-COMPLIANT SEE "TRANSITION TO EXISTING NON-COMPLIANT SIDEWALK" DETAIL SHEET 12
- 6 DETECTABLE WARNING SURFACE (DWS)" DETAIL SHEET 11
- CURB WALL OR CHEEK WALL AS DICTATED BY FIELD CONDITIONS. SEE "EXISTING ADJACENT SURFACE TRANSITION"
- (8) CLEAR SPACE WIDTH OF CURB RAMP AND EXTENDING 4' MINIMUM
- (9) 3/4" CHAMFER EDGE



TYPE IIIB (INSET)

PAY LIMITS FOR CURB RAMPS (EXCLUDING DWS)

### NOTES

THE TYPE OF RAMP TO BE USED SHALL BE AS SPECIFIED ON THE PLANS. THESE STANDARDS CAN BE CONSIDERED GUIDELINES IN SELECTING RAMP TYPES, HOWEVER THEY CAN BE DEVIATED FROM WITH A SPECIAL DETAIL AS NOTED IN PLANS.

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DETAIL

PREPARED 1-1-1999
REVISION DATE
7/21/10
10/22/13
10/01/20

SIDEWALK RAMPS (Sheet 8 of 13)

TYPE IIIB RAMP

STANDARD SHEET PVT 7

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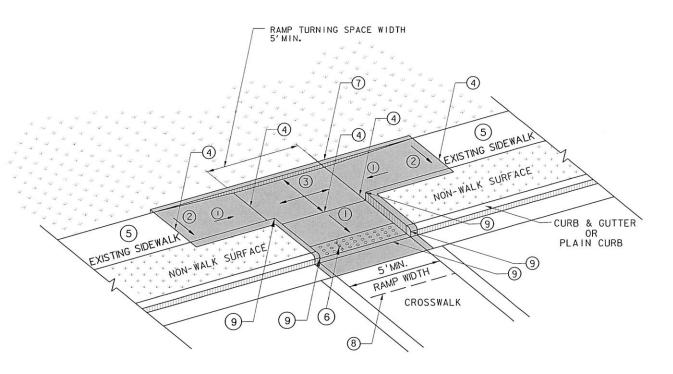
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## **TYPE IV RAMP**

### LEGEND

- $\begin{array}{c} \textbf{(1)} \\ \textbf{8.33\%} \ \textbf{(12:1)} \ \textbf{MAXIMUM} \ \textbf{RAMP} \ \textbf{SLOPE} \ \textbf{INCLUDING} \ \textbf{CONSTRUCTION} \ \textbf{TOLERANCE} \\ \textbf{SLOPE} \ \textbf{OF} \ \textbf{RAMP} \ \textbf{SHALL} \ \textbf{CARRY} \ \textbf{THROUGH} \ \textbf{TO} \ \textbf{FACE} \ \textbf{OF} \ \textbf{CURB} \\ \end{array}$
- (2) CROSS SLOPE: 2.00% MAXIMUM INCLUDING CONSTRUCTION TOLERANCE
- 3 CURB RAMPS REQUIRE A (5'-0") MINIMUM TURNING SPACE WHERE PEDESTRIANS PERFORM TURNING MANEUVERS WITH A MAXIMUM CROSS SLOPE OF 2% AND LONGITUDINAL SLOPE MATCHING ROADWAY
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  SEE "DETECTABLE WARNING SURFACE (DWS)" DETAIL SHEET 11
- 7 CURB WALL OR CHEEK WALL AS DICTATED BY FIELD CONDITIONS. SEE "EXISTING ADJACENT SURFACE TRANSITION" DETAIL SHEET 13
- (8) CLEAR SPACE WIDTH OF CURB RAMP AND EXTENDING 4'
- (9) 3/4" CHAMFER EDGE

PAY LIMITS FOR CURB RAMPS (EXCLUDING DWS)

### NOTES

THE TYPE OF RAMP TO BE USED SHALL BE AS SPECIFIED ON THE PLANS. THESE STANDARDS CAN BE CONSIDERED GUIDELINES IN SELECTING RAMP TYPES, HOWEVER THEY CAN BE DEVIATED FROM WITH A SPECIAL DETAIL AS NOTED IN PLANS.

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
STANDARD DETAIL

PREPARED 1-1-1999
REVISION DATE
7/21/10
SIDEWALK RAMPS

REVISION DATE 7/21/10 10/22/13 10/01/20

SIDEWALK RAMPS (Sheet 9 of 13) TYPE IV RAMP

STANDARD SHEET PVT 7

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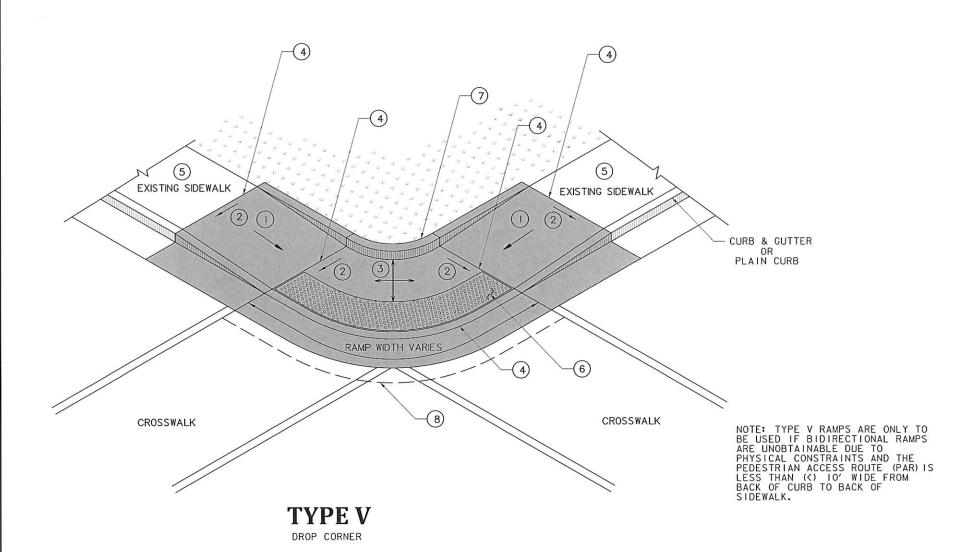
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### LEGEND

- (1) 8.33% (12:1) MAXIMUM RAMP SLOPE INCLUDING CONSTRUCTION TOLERANCE SLOPE OF RAMP SHALL CARRY THROUGH TO FACE OF CURB
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### NOTES

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WHERE EXISTING SIDEWALK CONNECTS TO PROPOSED SIDEWALK OR RAMPS, EXPANSION JOINTS ALONG WITH DOWEL BARS WILL BE PLACED. DOWEL BARS WILL BE UTILIZED BETWEEN EXISTING AND PROPOSED TO REDUCE VERTICAL CHANGE. SEE SHEET 11 FOR ADDITIONAL INFORMATION.

SAWCUTS WILL BE UTILIZED DURING DEMOLITION OF EXISTING SIDEWALKS. SIMILAR METHODS MAY BE USED UPON APPROVAL BY FIELD ENGINEER.

RAMPS SHALL NOT BE PLACED IN LINE WITH DRAINAGE STRUCTURES. LOCATION OF THE RAMP SHALL TAKE PRECEDENCE OVER LOCATION OF THE DRAINAGE STRUCTURE, EXCEPT WHERE EXISTING STRUCTURES ARE BEING UTILIZED FOR CONSTRUCTION OF NEW RAMPS.

ANY GRATE IN PEDESTRIAN AREAS SHALL HAVE OPENINGS NOT GREATER THAN 1/2" AND SHALL BE PLACED WITH LONG DIMENSION OF OPENING PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL

IF THE 8.33% (12:1) SLOPE CANNOT BE OBTAINED DUE TO GRADE OF THE ADJACENT ROADWAY, THE SLOPED PORTION OF THE RAMP SHALL BE EXTENDED TO A MINIMUM LENGTH OF 15'-0".

EXISTING CROSS WALK AND STOP BAR MARKINGS TO BE ERADICATED AND RELOCATED AS DICTATED BY PROPOSED RAMP LOCATIONS. COST NOT INCIDENTAL TO COST OF PROPOSED RAMP.

CURB RAMP WIDTH SHALL MATCH SIDEWALK WIDTH PLUS CLEARANCE. TYPICAL SIDEWALK WIDTH IS 5' MINIMUM. RAMP WIDTHS LESS THAN 5' REQUIRE DIVISION/DISTRICT ENGINEER APPROVAL. WIDTHS LESS THAN 4' REQUIRE AN EXCEPTION JUSTIFICATION REPORT. SEE SHEET 11 FOR INFORMATION REGARDING RAMP THICKNESS

GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.

CLEAR SPACE- BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE THE WIDTH OF THE CURB RAMP AND EXTENDING 4' MINIMUM INTO THE ABUTTING ROADWAY SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL TRAVEL LANE. SURFACE TO MATCH EXISTING. ANY CLEAR SPACE WORK TO BE COMPLETED WILL BE INCIDENTAL TO THE COST OF THE RAMP.

ALL CURB RAMPS SHALL BE CONSTRUCTED TO PROVIDE ACCESS TO EXISTING OPERABLE PARTS. AN EXAMPLE OF THIS WOULD BE PEDESTRIAN PUSH BUTTONS.

> WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DETAIL PREPARED 1-1-1999 SIDEWALK RAMPS 7/21/10 (Sheet 10 of 13) TYPE V RAMP STANDARD SHEET PVT 7

> > DACORD Roma Danners Work for Resident Law Darkin Law

NOT TO SCALE

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## **INFORMATION FOR BIDDERS**

### • 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.

## 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 <a href="mailto:botax@cityofcharleston.org">botax@cityofcharleston.org</a>.

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

## Paper Bidding

Electronic bid submission is preferred, but the City will also accept paper bids.

## Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Wednesday**, **June 28**, **2023**, **1:30 a.m.** The bid opening will be held immediately following in the City Manager's office.

## Preparation of Bid

Each bid must be submitted in a sealed envelope with the following information marked on the outside: name of bidder, address, project name, and bid opening date and time.

For the bid to be considered timely, it must be <u>received</u> by the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301, by the established deadline. Vendors may hand deliver or mail their submissions to the aforementioned address. All documents in bid packet must be signed, dated and notarized where applicable or the bid may be disqualified.

Questions regarding the submission of paper bids should be directed to Jamie Bowles, Purchasing Director, at <a href="mailto:Jamie.Bowles@cityofcharleston.org">Jamie.Bowles@cityofcharleston.org</a> or by calling 304-348-8014.

"General Decision Number: WV20230080 01/06/2023

Superseded General Decision Number: WV20220080

State: West Virginia

Construction Type: Highway

Counties: West Virginia Statewide.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/06/2023

SUWV2015-001 01/01/2014

	Rates	Fringes
BRICKLAYER  Barbour, Berkeley,  Doddridge, Gilmer, Grant,		
Hampshire, Hardy, Harrison, Jefferson, Lewis, Marion, Mineral, Monongalia, Morgan, Pendleton, Pocahontas,		
Preston, Randolph, Taylor, Tucker, Upshur, Webster Boone, Braxton, Clay, Fayette, Greenbrier,	.\$ 30.74	18.21
Kanawha, Logan, McDowell, Mercer, Monroe, Nicholas, Putnam, Raleigh, Summers,		
Wyoming		20.20
Brooke, Hancock	.\$ 29.94	16.22
Mingo, Wayne Calhoun, Jackson, Pleasants, Ritchie, Roane,	.\$ 30.61	20.88
Wirt, Wood Marshall, Ohio, Tyler,	.\$ 30.33	15.27
Wetzel	.\$ 30.01	16.26

### CARPENTER

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral,

Morgan, Pendleton\$ Brooke, Hancock, Marshall, Ohio\$		15.90 19.30
Remaining Counties\$		19.44
CEMENT MASON/CONCRETE FINISHER All Counties\$	28.67	18.85
DIVER		
Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton		
Diver Tender\$		15.90
Diver\$ Brooke, Hancock, Marshall, Monongalia, Ohio, Wetzel	32.25	15.90
Diver Tender\$		16.76
Diver\$ Remaining Counties	48.02	16.76
Diver Tender\$		19.44
Diver\$	28.27	19.44
ELECTRICIAN (SIGNAL & LIGHTING)		
Equipment Operator\$		17.99
Flagger\$ Groundman/Truck Driver\$		7.39 17.89
Installer\$		18.11
Technician\$	29.12	18.22
ELECTRICIAN		
Barbour, Doddridge,		
Harrison, Lewis, Marion,		
Monongalia, Pendleton, Pocahontas, Preston,		
Randolph, Taylor, Tucker,		
Upshur\$	30.14	21.14
Berkeley, Grant, Hampshire, Hardy,		
Jefferson, Mineral, Morgan\$	30.50	15.78
Boone, Braxton, Calhoun,		
Clay, Fayette, Gilmer, Kanawha, Nicholas, Putnam,		
Raleigh, Roane, Summers,		
Webster, Wyoming\$	35.34	16.62
Brooke, Marshall, Ohio, Wetzel\$	28.35	22.74
Cabell, Lincoln, Logan,		
Mason, Mingo, Wayne\$	32.62	21.70

Greenbrier, McDowell, Mercer, Monroe\$ 25.05 Hancock\$ 34.00	16.32 29.10
Jackson, Pleasants, Ritchie, Tyler, Wirt, Wood\$ 31.56	21.43
IRONWORKER	
Barbour, Brooke, Hancock, Harrison, Marion,	
Marshall, Monongalia,	
Ohio, Taylor, Tyler, Wetzel.\$ 35.74	22.84
Berkeley, Grant,	
Hampshire, Hardy, Jefferson, Mineral,	
Morgan, Pendleton,	
Preston, Tucker\$ 33.29	17.39
Boone, Braxton, Clay,	
Fayette, Kanawha, Lincoln,	
Logan, McDowell, Mingo,	
<pre>Nicholas, Putnam, Raleigh, Randolph, Webster, Wyoming\$ 34.87</pre>	19.50
Cabell, Wayne\$ 33.89	21.98
Calhoun, Doddridge,	22.70
Gilmer, Jackson, Lewis,	
Mason, Pleasants, Ritchie,	
Roane, Upshur, Wirt, Wood\$ 33.02	20.10
Greenbrier, Mercer,	16 12
Monroe, Pocahontas, Summers.\$ 35.43	16.13
LABORER	
Class 1\$ 26.95	16.30
Class 2\$ 25.92	16.30
Class 3\$ 24.86	16.30

### LABORER CLASSIFICATIONS:

GROUP 1: Powderman, Laser Screed Operator, and GPS Operator. GROUP 2: Pipelayer (Including Laser Beam Set Up), Form Setter (Road), Drill Operator, Air Tool Operator, Grade Checker and Asphalt Raker, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Brick Mason Tender, Cement Finisher Tender, Drill Tender, Powderman Tender, Water Proofer, Sheeter & Shorer, Placement of Lagging, Pipelayer Tender, Bull-Float Man, Pavement Reinforcing Placer, Handyman, Signal Man, Greencutter, Georgia Power Buggie, Burner, Cement Blower Man, Bituminous Hand Sprayer, Bork 250 Remote Control Ditch Witch and Walk Behind Concrete Saw, Mulcher and Seeder (hand and machine), Installation of Ground Mounted Beams and Signs including Concrete Footers, Installation of Overhead Sign Supports and Signs including Concrete Footers, Installation of Guardrail and Anchors Assemblies, Tree Trimmer, Caisson Bottom Man, Bush Hammering, Core Drilling, Placement and Mixing of

Grout and Bridge Demolition Specialist.\*\*
GROUP 3: Flag Person, Traffic Control Maintenance Person,
Carpenter's Tender, and General Laborer.

Carpenter's Tender, and General Laborer.	
PAINTER	
Barbour, Berkeley,	
Doddridge, Gilmer, Grant,	
Hampshire, Hardy,	
Harrison, Jefferson,	
Lewis, Marion, Mineral,	
Monongalia, Morgan,	
Pendleton, Preston,	
Randolph, Taylor, Tucker,	
Upshur, Webster\$ 31.87	14.20
Boone, Braxton, Cabell,	
Calhoun, Clay, Fayette,	
Greenbrier, Kanawha,	
Lincoln, Logan, Mason,	
McDowell, Mercer, Mingo,	
Monroe, Nicholas,	
Pocahontas, Putnam,	
Raleigh, Summers, Wayne,	
Wyoming\$ 32.05	14.30
Brooke, Hancock, Marshall,	
Ohio, Wetzel\$ 30.95	14.36
Jackson, Pleasants,	
Ritchie, Roane, Tyler,	
Wirt, Wood\$ 30.84	14.30
PILEDRIVERMAN	
Berkeley, Grant,	
Hampshire, Hardy,	
Jefferson, Mineral,	
Morgan, Pendleton\$ 32.25	15.90
Brooke, Hancock, Marshall,	
Monongalia, Ohio, Wetzel\$ 32.01	16.76
Remaining Counties \$ 28.27	19.44
POWER EQUIPMENT OPERATOR:	
Class 1\$ 33.25	18.60
Class 2\$ 30.49	18.60
Class 3\$ 29.38	18.60
Class 4\$ 25.92	18.60
Class 5A\$ 26.04	18.60
Class 5B\$ 28.64	18.60
Class 5C\$ 26.94	18.60
POWER EQUIPMENT OPERATOR CLASSIFICATIONS:	

GROUP 1: Cranes, tower cranes, derricks, derrick boats, draglines, clamshells, cableways, boom truck, loaders of 6 cubic yard capacity and over, excavators and shovels with an

operating weight of 110,000 pounds and over.

GROUP 2: Loaders up to 6 cubic yard capacity, gradall, hoist 2 drums or more, mixer plant (2 or more mixers includiing batch control), pile driver operator, core drill, trencher, backhoe, asphalt paver, cement paver, rotary drill, bulldozers, concrete pump, controlled fine grade machine, slip form paver, log loader, log skidder, motor grader, rubber tired scraper, tractor pan, Roto Miller, tow or work boat, mobile conveyor, transloader, articulating equipment, material hauler, carry deck, compactor with blade, skidsteer including attachments, fork lift, self-propelled concrete spreader, concrete finishing machine, derrick (single drum), hoist (single drum), single drum paver, air tugger, Ross Carrier, multiple concrete saw, hydraulic post driver, horizontal road-boring machine, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator, auto sled, turn table, pavement breaker, asphalt batch plant, concrete batch plant, crushing plant, compactor with blade, power broom, vac-all truck, self-propelled concrete spreader and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of up to 110,000 pounds.

GROUP 3: Asphalt roller

GROUP 4: Air compressor, concrete mixer (under 1 cubic yard), light plant, mechanic's tender, assistant engineer, screedman, spreader box man, joint sealer and pump, steam jenny, stationary conveyor (belt or bucket), A-frame, tire man, screening and washing plant, form sub-grader, power form handling equipment, burlap and curing machine, form grader, bull float, bar and joint installing machine, roller and compactor, hydroblaster, concrete mixer (single drum, 1 cu. yd. or over), portable concrete saw and highway striping operator. Utility operators shall be paid Group 2 rate when operating 1 to 5 air compressors, pumps, stationary conveyors (belt or bucket), light plants, and gasoline or diesel powered welders and all farm type tractors.

GROUP 5A: Those operating off-road trucks in the following counties: Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mercer, McDowell, Monongalia, Monroe, Nicholas, Pleasants, Pocohontas, Preston, Putnam, Raleigh, Randolph, Roane, Ritchie, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood, and Wyoming.

GROUP 5B: Those operating off-road trucks in the following counties: Cabell, Lincoln, Logan, Mason, Mingo, and Wayne. GROUP 5C: Those operating off-road trucks in the following counties: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton.

FOOTNOTE: \$2.00 per hour shall be added to the Group 1 rate for individuals operating a lattice boom crane with a fixed

boom of 150 feet or more. \$0.25 per hour shall be added to all of the above schedules for underground work.

#### TRUCK DRIVER

Hampshire, Hardy,	
Jefferson, Mineral,	
Morgan, Pendleton	
Class 1\$ 25.72	18.11
Class 2\$ 26.61	18.11
Class 3\$ 27.38	18.11
Brooke, Hancock	
Class 1\$ 29.17	13.86
Class 2\$ 30.92	13.86
Class 3\$ 31.71	13.86
Cabell, Lincoln, Logan,	
Mason Mingo Hayro	

## Mason, Mingo, Wayne

Berkeley, Grant,

mason, mayne	
Class 1\$ 29.79	15.60
Class 2\$ 30.76	15.60
Class 3\$ 31.55	15.60
Marshall, Ohio, Wetzel	
Class 1\$ 26.26	16.81
Class 2\$ 27.16	16.81
Class 3\$ 27.76	16.81
Remaining Counties	
Class 1\$ 26.97	16.15
Class 2\$ 27.76	16.15

16.15

### TRUCK DRIVER CLASSIFICATIONS:

Class 3.....\$ 28.44

GROUP 1: Single Axle Trucks used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail, Distributor (other than Bituminous Distributors) including Towed Single Units, Material Checkers and Receivers, Greasers, Tireman and Mechanic Tenders (Trucks), Warehouse, Yardmen and Pick-up trucks.

GROUP 2: Tandem and Tri-Axle Trucks used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail and including Towed Single Units, Truck Tractors used in combination with Dump, Van, Tank, Flatbed, Low platform or Pole Trailers, Bituminous Distributors, Agitator or Mixer Trucks (up to 20 cubic-yards), Rubber-tired tractors (towing and pushing), Drag and Tagalongs.

GROUP 3: Mobile Metered Mixer, Agitator or Mixer Trucks (over 20 cubic yards), & Mechanic Truck.

- A. Double Hitch equipment operated by 1 driver shall pay 50% more than the wages set out above.
- B. \$0.25 per hour shall be added for tunneling and all other underground work.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

## GENERAL TERMS AND CONDITIONS FOR SERVICE AGREEMENTS

These General Terms and Conditions apply to Service Agreements entered into between the City and Vendor and dominate over any competing terms made a part of the Service Agreement.

- 1. DISPUTE RESOLUTION, JURISDICTION AND VENUE Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
- 2. **NO INDEMNITY** Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.
- 3. **GOVERNING LAW** The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. <u>TAXES</u> Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Vendor or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Vendor or any other party.
- 5. <u>PAYMENT</u> Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
- 6. **INTEREST** Any language imposing any interest or charges due to late payment are deleted.

- 7. **RECOUPMENT** Any language in the Agreement waiving the City's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. <u>FISCAL YEAR FUNDING</u> Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. **STATUTE OF LIMITATION** Any clauses limiting the time in which the City may bring suit against Vendor or any lessor, individual, or other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the City's right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
- 11. <u>ATTORNEY FEES AND OTHER COSTS</u> The City shall not be responsible for payment of attorney's fees, costs of collection, or court costs of Vendor or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.
- 12. <u>ASSIGNMENT</u> Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days written notice to the Vendor. Vendor agrees not to assign the Agreement to any person or entity without the City's prior written consent, which will not be unreasonably delayed or denied.
- 13. <u>LIMITATION OF LIABILITY</u> Any provision limiting the Vendor's liability for direct damages to person or property or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Vendor's liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. <u>RIGHT TO TERMINATE</u> City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
- 15. <u>TERMINATION CHARGES</u> Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Vendor for actual costs incurred or losses sustained

- during the current fiscal year due to termination by the City prior to the end of any current agreement term.
- 16. **RENEWAL** Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
- 17. **INSURANCE** Any provision requiring the City to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
- 19. <u>NO WAIVER</u> City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
- 20. <u>ACCELERATION</u> Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 21. <u>DELIVERY</u> All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 22. **CONFIDENTIAL INFORMATION** Vendor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 et seq. (the "Freedom of Information Act") and W.Va. Code § 6-9A-1 et seq. (the "Open Governmental Proceedings Act"). Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Vendor at the City's sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.
- 23. <u>WARRANTIES</u> Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
- 24. <u>PRICING ADJUSTMENTS</u> To the extent the Agreement contains any provision allowing Vendor to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such provision shall be valid or enforceable. No prices or costs may be

- increased by Vendor until and unless notice of proposed increase is provided to City by Vendor and agreed to in writing by City.
- 25. <u>THIRD-PARTY SOFTWARE</u> If this Agreement contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of these General Terms and Conditions or that it has the authority to modify such third-party software's terms and conditions to be subordinate to these General Terms and Conditions. The Vendor shall indemnify and defend the City against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, these General Terms and Conditions.
- 26. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to these General Terms and Conditions without the authorized and express written approval of the Mayor of the City of Charleston.
- 27. <u>LIABILITY OF INDIVIDUALS</u> The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Vendor. Notwithstanding, this provision shall not be construed to prevent Vendor or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

#### **GENERAL CONDITIONS**

- 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.
- Only one bid will be accepted from each vendor.
- Equipment 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.

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 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. The Contractor shall obtain a building permit from the City of Charleston Building Commission. There will be no fee for the City's building permit. All other permits will be the Contractor's responsibility.

## 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 shall replace or repair anything damaged as a result of the Contractor's 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

A minimum of one lane of traffic is to be maintained on all streets whenever possible. The Contractor shall provide adequate cones, signs, and if necessary flag persons with appropriate clothing and equipment to control traffic during all phases of the operation. It

shall be the responsibility of the Contractor to notify the City Traffic Department, the City Engineer and the local residents of traffic and parking disruptions prior to beginning work.

Costs for all traffic control is incidental to the project.

#### 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 6 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, <u>both</u> 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.

#### 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 is 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 <a href="http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf">http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf</a>.

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:	
· · · · · · · · · · · · · · · · · · ·	= 5.1.51	



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

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 written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.	
The a	bove statements are sworn to under the penalty of perjury.	
	Printed Name:	
	Signature:	
	Title:	
	Company Name:	
	Date:	
STAT	E OF WEST VIRGINIA,	
COUN	ITY OF, TO-WIT:	
Taken, subscribed and sworn to before me thisday of,		
Ву Со	ommission expires	
(Seal	)	
	(Notary Public)	



## 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.

<u>AFFIRMATION</u>: By singing 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, subscripted, and sworn before me this day o	f, 20
[SEAL]	Notary Public
My Commission expires, 20 _	•
***************************************	******
Name of Procurement:	Bid Opening Date: