

Invitation to Bid

Dorsey's Knob Lodge Exterior Renovation Opportunity

The Board of Parks and Recreation Commissioners is requesting sealed bids from qualified general contractors for the exterior renovation of Dorsey's Knob Lodge. The scope of work includes removal and reinstallation of deck and patio areas as well as the removal ONLY of three existing exterior balconies and one set of two-story exterior steps. Scope of work shall include all labor, equipment, and transportation to complete the renovation. Materials provided by owner. **Complete bid packets can be received by request to info@boparc.org.** Sealed proposals will be accepted until 1:00pm on Tuesday, November 1st, 2022 and opened immediately thereafter. **Bids can be delivered to the Wiles Hill Community Center, 287 Eureka Drive, Morgantown, WV 26505 OR EMAILED as a PDF attachment to info@boparc.org with the subject line: DORSEY'S KNOB LODGE BID ATTACHED.** Site assessments are available by appointment and can be made by emailing tmoore@boparc.org. BOPARC reserves the right to reject any and all Bids in whole or in part, as their interest may require; and to waive any informality in bids received. Additionally, BOPARC reserves the right to accept or reject a Bid not accompanied by the required Bidding Documents to accept or reject any condition of the Bid by a Bidder that is in any way inconsistent with the terms and conditions of the Bidding Documents or to accept or reject a Bid that is in any way incomplete or irregular. Bidders and any subcontractors must be in possession of a current WV State Contractors License. Other local licensing and permits are required and listed within the complete bid packet.

Minimum Requirements:

BOPARC will evaluate all written submittals. All bids must meet the specifications as outlined in the Invitation to Bid. BOPARC reserves the right to investigate qualifications and experience of the bidder(s). Bids not sufficiently detailed or in an unacceptable form may be rejected. Dates and documentation in bids become public information upon award of a contract.

Interested bidders must follow the process outlined in the following pages in submitting their bids.

1. Bidders must have five years of continuous experience.
2. BOPARC may, at its discretion, require bid, performance and payment bonds for any contract. In Lieu of the bid bond, an offeror may submit with the bid or proposal a cashier's check or certified check payable to BOPARC in the amount not less than 5% of the purchase price specified in the bid.
3. Bidder must provide evidence, satisfactory to BOPARC, of the following insurance requirements:
 - a. Owner requires contractor to have and maintain the following insurance coverage and indemnification provisions with BOPARC and the City of Morgantown named as an additional insured.
 - b. The contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following limits:
 - i. \$1,000,000 per occurrence limit comprehensive general liability, \$2, 500,000 per occurrence automobile liability, \$1,000,000 per occurrence bodily injury
 - ii. Proof of the insurance via certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

Considerations:

Fully responsive Bids will contain the following information –

1. The name, address and phone number of three (3) to five (5) current contacts for whom you have performed similar services with photos of finished projects.
2. Letter or other documentation stating the Project Manager and the following contact information – name, company mailing address, email address, office number and mobile number.
3. Detailed schedule including start date, work hours, and estimated completion date.
4. Proof of insurance
5. Copy of WV Contractor's License
6. Bid Forms completely filled out completely, with itemized list of materials and labor, and signed.
7. Bid Bond (5%)

Bids should be sealed and delivered to the Marilla Center in Marilla Park at 799 East Brockway Avenue, Morgantown, WV 26501 OR EMAILED as a PDF attachment to info@boparc.org with the subject line: COURT RESURFACING BID ATTACHED. Bids must be received by no later than 1:00PM, APRIL 12TH, 2022 and will be opened immediately thereafter.

The Board of Park and Recreation Commissioners reserves the right to reject any and all Bids in whole or in part, as their interest may require; and to waive any informality in bids received. Additionally, BOPARC reserves the right to accept or reject a Bid not accompanied by the required Bidding Documents (as listed in the Bid Packet), to accept or reject any condition of the Bid by a Bidder that is in any way inconsistent with the terms and conditions of the Bidding Documents or to accept or reject a Bid that is in any way incomplete or irregular.

BOPARC Dorsey's Knob Lodge Exterior Renovation

PROJECT DESCRIPTION

BOPARC seeks sealed bids to renovate exterior components of Dorsey's Knob Lodge.

Location: Dorsey's Knob Park, Fawley Lane

SCOPE OF WORK

Examination of Site:

Prior to bidding, each bidder must:

- Examine the specifications and the scope of work thoroughly;
- Visit the site to familiarize themselves with conditions at the site that might impact the performance of the work (**site inspections can be arranged by request through info@boparc.org**);
- Familiarize themselves with all local laws, ordinances, rules, licensing requirements and regulations affecting the performance of the work;
- Carefully correlate observations with the requirements and specifications.
- Attend on-site, required, pre-bid meeting April 8th, 2022 at 9am.

Please refer to construction documents for FULL scope of Phase 1 work and product specifications. GENERAL OVERVIEW OF PHASE 1 WORK INCLUDES: DEMOLITION AND REPLACEMENT OF DECK AND LANDSCAPING UPDATES INCLUDING GAS FIREPLACE INSTALL. PHASE 1 ALSO INCLUDES 3 DEDUCT/ALTERNATIVES, PAGE 2 OF CONSTRUCTION DOCUMENTS, THAT SHOULD BE INCLUDED AS PART OF BASE BID.

Project Schedule:

Bids due by 1:00PM on April 12th 2022

Approval of qualified bid on April 13th 2022

Work to be completed by September 2022.

Contract Award:

After approval from the BOPARC Policy Board, BOPARC will enter into a binding contract with the lowest qualified bidder. Documents and information submitted in the Invitation to Bid will be used in that contract. If the bid from the lowest qualified bidder exceeds available funds, BOPARC may negotiate with the apparent low bidder to obtain a contract priced within available funds. BOPARC reserves the right to make a separate award of each item, a group of items or all items and to make an award either in whole or in part, whichever is deemed in the best interests of BOPARC. The award or awards will be made to the lowest qualified bidder or bidders as applicable. No renewal clause will be available, as this one contract will run the duration of the project. The awarding firm will be responsible and required to achieve a City of Morgantown Business License before work can begin.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

BOPARC

**MORGANTOWN BOARD OF
PARKS AND RECREATION**



AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between BOPARC ("Owner") and
Accelerated Construction Services ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Exterior Renovation Per Bid Docs

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Dolores Johns.

3.02 The Owner has retained Mike Howell ("Engineer" or other authorized agent) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before 3/31/22, and completed and ready for final payment on or before 3/31/22.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 100.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete./
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a lump sum of: \$ 174,556.00 . *Highlighted items reflect reduction in bid totals due to VE or other change in scope of work per phone conversation on 11/7/22. Final concrete is broom finish not stamped and no stone required under deck.*

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Demo Decks/Balconies				\$26,256.00
2.	Demo and Install Retaining Walls				\$21,820.00
3.	Concrete- Patio, Walls				\$54,640.00
4.	Pier Work at Decks				\$12,840.00
5.	Clean Up Under Deck				\$2,344.00
6.	Roof Over Garage				\$10,200.00
7.	Deck Labor				\$40,000.00

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
8.	GC/Dumpsters				\$6,500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$174,600.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Owner’s processing policies and applications for Payment will be processed by Owner as provided for within that policy.

6.02 *Final Payment*

- A. Upon final completion and acceptance of the work as detailed in bid documents, other relevant documents (attached if applicable) and contract document, Owner shall pay the remainder of the Contract Price as recommended by Engineer or other authorized agent.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 15% percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Notice to Proceed
 - 2. This Agreement (pages 1 to 7, inclusive).
 - 3. Addendum to City Contracts
 - 4. Performance bond (if applicable).
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Change Orders (to be added to document if/when applicable).
 - 6. Other (please list as necessary)

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and

unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 11/17/2022 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Marissa Trivinski

By: Thomas R. Aulhun

Title: Assistant Director

Title: General Manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

287 Eureka Dr

300 Business Park Drive Suite 201

Morgantown, WV 26505

MORGANTOWN, WV 26505

License No.: _____

(where applicable)