

South Charleston Development
Authority
Fiber Optic Installation
Bid and Specifications

April 2021

Submit questions and inquiries to:

Kevin Mullins – Fiber Network Administrator – 304-389-9131

Rick Atkinson – City Manager 304-720-5985

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The South Charleston Development Authority, West Virginia (herein called the SCDA) invites bids on the attached forms. Sealed bids will be received by the SCDA until Friday on April 30, 2021 at 4:00 P.M. the bidding will then be closed. The bid opening will be held at 4:01 PM on April 30, 2021 at City Municipal Building, 238 Fourth Avenue. All bidders and Public are invited to attend.

The SCDA will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined any may reject any or all bids. Any bid may be withdrawn prior to opening of the bids or authorized postponement thereof. Any bid received after the time and date specified will not be opened. No bidder may withdraw a bid after the actual bid opening. After the bid deadline, all bids become the property of the SCDA and none will be returned.

2. PREPARATION OF BID

Each bid must be submitted in a sealed envelope bearing on the outside: the name of the bidder, his address, and the name of the item or project for which the bid is being submitted. Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed as specified on the bid form and bearing the name of the bidder in the left corner. This to prevent the accidental opening of the main bidding package.

3. METHOD OF AWARD

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

The successful bidder will be notified upon being awarded a contract. A complete tabulation of all bids will be displayed in the office of the City Treasurer for review by bidders and the public after the contract is awarded.

4. STOCKHOLDERS

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

5. GENERAL CONDITIONS

- A. **WARRANTY:** Enclose a copy of the warranty agreement covering the item.
- B. **BROCHURES:** Enclose with your bid a copy of the manufacture's brochure.
- C. **DESCRIPTION:** Enclose with your bid a detailed description of the bid item.
- D. **DELIVERY:** The bidder shall state the length of time required to make delivery of the bid item. The time is to be expressed in the number of calendar days from the date of a firm order.
- E. **DELIVERY & ACCEPTANCE:** The SCDA will accept an item only after a thorough inspection. The vendor will be required to inspection. The vendor will be required to inspect, pre serviced (if necessary), and otherwise check the bid item in the presence of a representative of the SCDA to assure compliance with the specifications.

INTENT

These specifications are not intended to exclude any vendor or manufacturer from bidding, but are offered as a means of describing the need of the SCDA. Any model or brand name contained

in the specifications is meant to describe the SCDA's needs and any item so described is meant to be equal to or exceed that specification.

All specifications are a minimum requirement for equipment and bidders are obliged to offer an alternate bid. Such alternate should be clearly marked as a separate bid and should be entitled "Alternate Bid" in bold lettering. The merits of the alternate bid will be considered with regard to the SCDA's intended use.

SECTION 1-SCOPE OF WORK

SCOPE OF WORK

Contractor shall furnish all materials other than those furnished by Owner, (Owner will furnish the cable, junction boxes and conduit), labor, and equipment necessary to install conduit, fiber optic cable, and junction boxes as shown in attached 2021 Fiber Project Build Schedule in accordance with the contract documents. It is the intent that the completed work consist of a fully completed project. It is the intent that the contract documents to require the Contractor to perform and complete any incidental work and details that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents. This a composite bid project, the successful bidder must be able to complete all of the work necessary for the successful implementation of the project with its own employees, the contractor may only use sub-contractors upon approval by the Owner. Only currently licensed West Virginia General Contractors may submit a bid for this project and included in the submission is a copy of evidence of in force insurance coverage including West Virginia Worker's Compensation and General Liability Insurance.

Contractor shall provide references from similar projects successfully completed, at least two separate references.

SCDA will give a 2% bid preference to any contractor that has its business headquartered in the Charleston MSA.

The general scope of work shall include the following:

Place conduit and fiber optic cable in street right of ways as shown in attached 2021 Fiber Project Build Schedule in accordance with the contract documents.

Owner shall provide the following materials for the project: conduit, fiber optic cable, and junction boxes. Contractor shall be responsible for transporting Owner's provided material to job site from the central storage location and cleaning up all removed pavement material, and restoring all pavements to the conditions as contained in the specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES

Contractor shall achieve full completion of each phase within 90 calendar days after Owner issues the Notice to Proceed. Owner shall assess liquidated damages in the amount of \$500 per day for each calendar day that any part of the work is incomplete after the contract time.

WARRANTY

Contractor shall furnish a one year warranty on all work. Warranty period shall be one year from the date of completion. Contractor shall warrant and guarantee that the work is free from defects due to faulty materials and workmanship for a period of one year. Upon notification from the Owner of such defects, the Contractor shall promptly make such corrections to the work that are necessary, including the repair of other parts of the work that are damaged resulting from the defect.

DIFFERING SITE CONDITIONS

Should the Contractor encounter or the Owner discover during the progress of the work subsurface or latent physical conditions at the site materially differing from conditions indicated in the contract documents, or differing materially from those ordinarily encountered and generally recognized as inherent to the work, the Contractor shall notify the Owner in writing of such condition. Written notification shall be within five days of discovery. The contract documents shall be changed and an equitable adjustment made to the contract sum if the Engineer finds that conditions do materially differ.

CLEANUP

The Contractor shall keep the construction site and surrounding area free from accumulation of waste materials and rubbish caused by completing the work. Disposal of such materials and rubbish shall be at the City's designated disposal site and transported at the Contractor's expense.

CONTRACT SECURITY

The Contractor shall furnish the Owner with a Performance Bond and Materials and Labor Payment Bond in sums equal to the contract sum. Bonds shall be furnished within ten days after being notified of award of the contract. The cost of the bonds shall be borne by the Contractor.

INSURANCE

The Contractor shall purchase and maintain general liability and automobile liability insurance for the duration of the contract time. The minimum amount of insurance to be provided shall be \$1,000,000 per occurrence. Contractor shall submit certificate of insurance to Owner, naming Owner as a Named Insured within ten days after being notified of award of the contract.

WORKMANSHIP

The Contractor shall complete all work in a neat and workmanlike manner. All work shall be of high commercial quality. All work shall be neat, true, plumb, and square, as applicable.

COMPLIANCE WITH LAWS, CODES, REGULATIONS, AND ORDINANCES

Contractor shall observe all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the work. It is the Contractor's responsibility to keep fully informed regarding such Federal, State, and Municipal laws, codes, regulations, and ordinances.

SECTION 2-DEFINITIONS

Calendar Day -every day shown on the calendar, including weekdays, weekends, and holidays.

Change Order -a written document recommended by the Engineer, agreed to and signed by the Contractor and Owner authorizing an addition, deletion, revision, modification, or change in the work within the general scope of work of the contract documents, or a change in the contract sum, or a change in the contract time, or a combination thereof.

Completion -that date certified by the Engineer when all work is complete and accepted, in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended.

Contract Documents -written agreement between the Owner and the Contractor covering the performance of the work and the basis of payment. The contract documents includes the Invitation For Bids, Bidding Forms, Bond, Specifications, Plans, General Conditions, Addenda, and Change Orders, all of which constitute one instrument.

Contract Sum -total compensation payable to the Contractor under the terms and conditions of the contract documents.

Contract Time -the number of calendar days specified in the contract documents for time allowed to complete all work.

Contractor -the individual, firm, or corporation, party of the second part to the contract documents, acting directly or through their agents, employees, or subcontractors.

Engineer -City Engineer or his authorized representatives, including the Fiber Network Design professional

Notice To Proceed -written notice from the Owner to the Contractor notifying the Contractor as to the date to proceed with the work and the date of beginning the contract time.

Owner - South Charleston Development Authority

Plans -part of the contract documents which graphically show the location, character, dimensions, and details of the work, including drawings, profiles, cross sections, typical sections, and details of construction.

Shop Drawings -drawings, diagrams, illustrations, brochures, schedules, manufacturers data, manufacturers installation instructions, or other data submitted by the Contractor, which illustrate how specific portions of the work shall be fabricated, supplied, or installed.

Specifications -part of the contract documents consisting of written requirements for materials, equipment, systems, standards, and workmanship.

Work -the furnishing of all labor, materials, and equipment and other incidentals necessary or convenient to the successful completion and carrying out of all requirements imposed by the contract documents.

SECTION 3-CONTROL AND PROSECUTION OF THE WORK

AUTHORITY OF THE ENGINEER

The Engineer shall decide all questions which may arise as to the quality, quantity, and acceptability of the work to determine conformance with the contract documents. The Engineer shall decide all questions as to the interpretation of the contract documents. The Engineer may make periodic inspections of the work. The Contractor shall make the work accessible for such inspections. The Engineer shall advise the Contractor of any work not found to be in accordance with the contract documents

CONFORMITY WITH CONTRACT DOCUMENTS

Contractor shall not perform work that deviates from or is contrary to the contract documents. Any work that deviates from or is not in accordance with the contract documents shall be rejected, removed, and replaced by the Contractor at no additional expense to the Owner.

FINAL INSPECTION

The Engineer shall make a final inspection. If all work is found to be in accordance with the contract documents then the work shall be accepted as complete. If the final inspection discloses any work found not in accordance with the contract documents, then the Contractor shall remove and replace such work prior to receiving final acceptance.

CONFORMITY WITH CODES

Contractor shall complete all work in accordance with all applicable codes and regulations. The West Virginia Jobs Act applies to this contract – 75% of the workers must be employed from the local labor market as defined by the Act.

SAFETY

Contractor shall observe and comply with all safety codes, laws, and regulations. The Contractor shall erect such barriers, signs, barricades, or other devices as necessary to protect the Contractor's employees, Owner's employees, and general public.

MAINTENANCE DURING CONSTRUCTION

Contractor shall maintain the work until completion. The Contractor shall protect the work from damage or deterioration due to the elements of weather until completion.

PROTECTION OF OWNER'S PROPERTY

Contractor shall protect the Owner's property from damage due to the progress of the work. Contractor shall repair any damages caused to the Owner's property due to the progress of the work at no expense to the Owner.

RESPONSIBILITY FOR DAMAGE CLAIMS

Contractor shall indemnify and save harmless the Owner from all suits, actions, claims of any character brought because of any injuries or damages on account of operations of the Contractor.

Contractor shall notify 511 (Miss Utility) before any construction activities in the identified project area and not perform any sub surface activities until the underground utilities are marked on the project area.

CHANGES

Owner may at any time order changes within the general scope of work without invalidating the contract documents. If such changes increase or decrease the contract sum or contract time, an equitable adjustment to the contract documents shall be made by a change order. The contract sum shall be modified based on a lump sum price mutually agreeable to the Owner and Contractor, recommended to the Owner by the Engineer.

EXTENSION OF CONTRACT TIME

Contract time may only be extended by change order. If the Contractor finds it impossible to complete the work within the contract time he may make a written request to the Owner for a time extension and stating the reason for such request. Time extensions may be considered by the Owner for work that has been delayed due to adverse weather conditions; delays in delivery of materials or equipment due to industry strikes, natural disasters, shortages, or other documented unusual market condition; delays due to actions of the Owner; or delays due to national emergency. Time extensions due to delays caused by the fault of the Contractor to satisfactorily prosecute the work or the Contractors inability to obtain material or equipment shall not be given

consideration.

DEFAULT AND TERMINATION

The Owner may terminate the contract documents for the following reasons if the Contractor:

- 1-fails to commence work within ten days of the date of the notice to proceed,
- 2-fails to perform the work with sufficient workmen and equipment or supply sufficient materials to assure the prompt completion of the work,
- 3-fails to perform work in accordance with the contract documents or refuses to remove and replace work not in accordance with the contract documents,
- 4-fails to continue prosecution of the work,
- 5-becomes insolvent or is declared bankrupt,
- 6-fails for any other reason to satisfactorily carry out the terms and conditions of the contract documents

Owner shall give written notice to the Contractor and Surety of such impending default. If the Contractor or Surety does not take the necessary corrective actions within ten days after receiving written notification of impending default, then the Owner shall terminate the contract documents and take the prosecution of work out of the hands of the Contractor. In the event of termination the Owner may enter into an agreement with another Contractor for completion of the work in accordance with the contract documents and use any or all materials on the site for the completion of the work. All costs incurred by the Owner due to termination of the contract documents, including completing the work using another Contractor shall be deducted from monies due the original Contractor. If such costs incurred by the Owner exceed the sum payable to the original Contractor, then the original Contractor and surety shall be liable and shall pay to the Owner the amount of such excess.

SECTION 4-MATERIAL, PRODUCTS, AND EQUIPMENT

Supplied by the Owner.

SECTION 5-EXECUTION OF WORK

All work shall be in accordance with the specifications for the project.

Remove Existing Pavement Surface pay item shall be measured by the total lineal feet of the cut or boring without regard to number of passes or thickness of pavement material removed.

Trenched areas in the roadways will be backfilled to the height of the existing pavement with 5000 psi concrete grout. The contractor will arrange for delivery with an approved SCDA concrete supplier, and the SCDA will pay for the concrete material

Contractor shall not be responsible for raising manholes, valve box lids, or drain inlets.

Owner shall be responsible for notifying residents to have vehicle moved prior to working on a particular street. Contractor shall provide Owner with a current schedule with adequate lead time so that adequate notification can be made.

Owner shall provide adequate traffic control including flag men to maintain traffic at the work area.

Owner shall be responsible for all damaged concrete and asphalt pavement repair, contractor shall fill any trench to the level of the existing pavement in the streets, fill, seed and straw any trenches in original ground, and place stone (57's) in the sidewalk cuts for junction box installations.

SECTION 6 - BASIS OF PAYMENT AND PAY ITEMS

The completed work as measured in place and in accordance with the referenced specifications shall be paid for at the contract unit price for the following items:

- ITEM 401.01 – TRENCHING IN ASPHALT STREET – Stone base
 - ITEM 401.02 - TRENCHING IN ASPHALT STREET – Concrete base
 - ITEM 401.03 – TRENCHING IN DIRT – City Right of Way
 - ITEM 401.04 – DIRECTIONAL BORING UNDER STREETS
 - ITEM 401.05 – DIRECTIONAL BORING UNDER SIDEWALKS – Lateral
 - ITEM 402.01 – INSTALLATION OF JUNCTION BOX – In Sidewalk
 - ITEM 402.02 – INSTALLATION OR JUNCTION BOX – In Dirt
- END OF SPECIFICATIONS**

CITY OF SOUTH CHARLESTON
2021 Fiber Optic Cable Installation

BID OF: (NAME OF CONTRACTOR AND ADDRESS)

WEST VIRGINIA CONTRACTOR'S LICENSE NUMBER _____

To: City of South Charleston 238 4th Ave.
P. O. Box 8597
South Charleston, West Virginia 25303

I have carefully examined the site and the contract documents titled South Charleston Development Authority 2021 Fiber Optic Installation. I have also received _____ Addenda No. _____ and have included their provisions in my bid.

Having had all questions and apparent discrepancies fully cleared up, the undersigned submits the following unit price **BID SCHEDULE** to complete all work in accordance with the contract documents.

In submitting this bid, I agree to:

1. Hold this bid open for forty-five (45) calendar days from date of bid opening.
2. Enter into and execute the agreement on the basis of this bid and to furnish the required contract security and insurance
3. Accomplish the work in accordance with the contract documents.

This bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder, or with any competitor.

DATE _____ SIGNATURE _____

PRINTED NAME AND TITLE

ITEM NUMBER	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
401.01	TRENCHING IN ASPHALT STREETS - STONE BASE	80,000	FEET		
401.02	TRENCHING IN ASPHALT STREETS - CONCRETE BASE	120,000	FEET		
401.03	TRENCHING IN DIRT				
401.04	DIRE-XCTIONAL BORING UNDER STREETS	5000	FEET		
401.05	DIRECTIONAL BORING UNDER SIDEWALKS	20000	FEET		
402.01	INSTALLATION OF JUNCTION BOX SIDEWALK	400	EACH		
402.02	INSTALLATION OF JUNCTION BOX DIRT	400	EACH		
TOTAL BID PRICE					

BID SCHEDULE

UNIT PRICE BID (IN WORDS)

401.01 _____

401.02 _____

401.03 _____

401.04 _____

401.05 _____

402.01 _____

402.02 _____

TOTAL BID (IN WORDS)

Note: This is a unit price bid and the numbers written in the column "Unit Cost" shall control if there are any mathematical errors in the extension on the bid form. Any differences in the numerical and written unit price, the written unit price shall control. The City reserves the right to reject any bid that it determines is not completed in a manner that would not allow a comparison due to errors in the bid form.