

**INVITATION TO BID
DEMOLITION OF ABANDONED STRUCTURE**

LOCATION OF STRUCTURE TO BE REMOVED:

Deckers Creek Trail, Valley Crossing, Morgantown WV 26505

BOPARC is accepting sealed bids at the BOPARC Marilla Center Administrative Office, 799 East Brockway Ave. Morgantown, WV 26501 for the demolition of building. Bids will be accepted until 1:00PM on April 18th. Please note that the office is open M-F from 8:00AM - 4:00PM and closed for lunch break from 11:30AM - 12:30PM. Bid specs included in the bid packet, which is available at boparc.org on the bid opportunities page, or by request via email at bids@boparc.org.

A mandatory site visit will be completed at 1:00PM on April 4th at the location of the structure. The key points of interest will be reviewed and access to the structure will be available at that time.

Bids will be publicly opened at the time stated above. Bids should be submitted in sealed envelopes plainly marked "DEMOLITION - VALLEY CROSSING".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in the work of demolition, particularly demolition of buildings and removal of demolition debris to appropriate disposal sites. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

BOPARC reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, in their opinion, is most advantageous to the City of Morgantown and BOPARC.

PART I

GENERAL INFORMATION FOR THE BIDDER

I-1 QUALIFICATION REQUIREMENTS

Bids are solicited only from responsible bidders known to be experienced and regularly engaged work of similar character and scope to that covered in this Notice to Bidders. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

I-2 BID FORM

Sealed bids must be submitted on the bid forms furnished by BOPARC. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all of information requested in this bid opportunity may have their bids rejected. BOPARC reserves the right to reject any and all bids and to accept any bid which, in its opinion, is most advantageous to the City of Morgantown and BOPARC. Bids submitted must remain valid for at least sixty (90) days past the response date provided in this document.

I-3 RESPONSE DATE

To be considered, sealed bids must be received at the BOPARC Office, 799 East Brockway Avenue, Morgantown, WV on or before the time specified in the cover letter. The BOPARC Office is open Monday thru Friday, excluding holidays, between 8:00 a.m. and 4:00 p.m. (office is closed from 11:30 a.m. - 12:30 p.m.). Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and "DEMOLITION - VALLEY CROSSING BUILDING".

All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and available for acceptance by the City for at least ninety (90) days past the submission deadline.

A mandatory site visit is scheduled for April 4, 2024 at 1:00PM at the location of the structure.

I-4 OPENING OF BIDS

All bids received will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to be present.

I-5 REJECTION OF BIDS

BOPARC reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City of Morgantown and BOPARC.

I-6 EXPLANATIONS AND ALTERNATE BIDS

Explanations desired by a prospective bidder shall be requested of BOPARC in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: bids@boparc.org.

No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

Bidders may provide alternate means of providing the services called for in this notice at their discretion. This in no way relieves the bidder from providing the responses called for in this notice. BOPARC is under no obligation to consider any such alternates that may be provided.

I-7 CONTRACT EXECUTION

This project is slated for the 2024 fiscal year, preferably with a May, 2024 start. Bidder to whom the Contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with BOPARC that shall take the project planned date(s) into account. Failure to execute a contract will be considered abandonment of the award and BOPARC shall have no further obligation to that bidder.

I-8 INCURRING COSTS

BOPARC is not liable for any costs incurred by contractors prior to the issuance of a contract.

I-9 MATERIAL SUBMITTED

All materials submitted as part of a bid will become the property BOPARC. BOPARC reserves the right to use any or all ideas presented.

I-10 LENGTH OF CONTRACT

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract.

PART II

DEMOLITION OF A UNOCCUPIED BUILDING BID SPECIFICATIONS

II-1 DEFINITIONS

“Bids” – shall be defined as an announcement of terms indicating what items are needed to complete a project.

“Bidders” – shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“BOPARC” – shall mean the Board of Park and Recreation Commissioners.

“Contract” – shall mean the contract between the BOPARC and the Successful Bidder

“Successful Bidders” – shall be defined as the bidder who is chosen by BOPARC to enter into a contract with BOPARC.

These definitions are meant as guides for understanding and are not binding explanations.

II-2 PROJECT NARRATIVE

BOPARC is requesting proposals from demolition companies to demolish an abandoned building located along the Deckers Creek Trail at Valley Crossing and to remove all demolition debris to an appropriate disposal site. The demolition services desired include, but are not limited to, the provision of technical guidance and advice, preparation of reports and project management, and on-site representation during demolition and clean-up, as well as those further described herein.

II-3 SCOPE OF PROJECT:

Description:

The successful bidder should possess broad expertise in demolition. Services required may include any of the following:

- A. Providing advice on matters and participate in the planning of projects related to the demolition and clean-up of the abandoned building located at Valley Crossing.
- B. Creating, reviewing and revising demolition and clean-up plans.
- C. Preparing necessary reports to BOPARC related to the project’s progress.
- D. Providing project management and inspections during the preparation, demolition, and clean-up and providing any requested reports to the BOPARC Project Administrator, or their designee.

Qualifications:

A detailed description of the primary contact's background, as well as the company's background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the City and BOPARC.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, details of such affiliation shall be furnished along with the same information as required for the bidder.

Requirements:

- A. Proof of State of West Virginia Business License and any other licenses or certifications.
- B. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- C. Ability to communicate and work effectively with BOPARC, its officials, administration, staff, and consultants with respect to any of the services required.
- D. Ability to work effectively with public agencies and officials.
- E. Thorough knowledge of the demolition discipline and demolition debris removal, including disposal of any hazardous materials, if found on site.
- F. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to BOPARC and the City of Morgantown, if so requested and/or required.
- G. The Successful Bidder or their representative shall attend any regular or special progress meetings, as requested by BOPARC and/or the City of Morgantown.
- H. Ability to meet or accomplish the following specific project requirements (**SOME MODIFICATIONS MAY BE EXTENDED AND THOSE WILL BE COVERED AT THE MANDATORY SITE VISIT**):
 - 1. Successful Bidder, at Successful Bidder's cost, shall secure the necessary permits, as required by the City of Morgantown.
 - 2. Properly notify utility providers of the pending demolition and request and ensure disconnection of Utilities, Gas, Electric, Water and any other utility to the applicable building.

3. Provide to BOPARC, proof of disconnection of all utilities.
4. Contractor to cut and cap any and all City Sewer, Storm Sewer and Water line and obtain Cut/Cap Inspection from the City Department of Public Works or utility entity as necessary.
5. Demolition and removal of main structure.
6. Demolition and removal of any accessory structures, footings and concrete slabs.
7. As work progresses, carefully clean and keep the project site clean from rubbish and refuse.
8. Remove all building material, rubbish or refuse from the project site daily; no material or debris may be buried on site.
9. Furnish to BOPARC all documentation regarding the proper disposal of all rubbish, soil, refuse, and any other debris.
10. The Successful Bidder shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat, and safe condition, limiting to the extent possible dust and smoke on and around the project site. The Successful Bidder shall sprinkle with water or otherwise treat the site surface and surrounding area being used by the contractor (i.e. street, right-of-way, etc.) sufficiently to keep down any dust generated during the progress of work. Successful Bidder must remove all piles of dirt or debris.
11. There shall be NO fires of any kind or burning of any debris.
12. Note that asbestos report and remediation reports (if applicable) are included with bid documents

Fill/Backfill to attain indicated specified grades, grades

- a. Shall not be completed as to cause any increase of water velocity or damming of surface water as to create a water issue at adjacent or neighboring sites.
- b. All fill material shall be subject to approval of the BOPARC and/or the City of Morgantown.
- c. Fill material shall be compacted with proper equipment to a minimum density of 90%.
- d. For approved fill material notify the BOPARC representative in advance of the intention to import material, its location and the City's name, address and telephone number.
- e. Obtain all fill material from off-site commercial or City-approved sources that are free from contamination.
- f. Provide documentation from each source of fill verifying the fill to be free of contaminants.
- g. Ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material.

Reseed or plant anew any grass plot or plots disturbed, and replace any shrubbery, trees not specified for removal.

- a. Apply six (6) inches of screened top soil to each lot that is free from pulverized building materials and construction debris.
- b. Apply grass seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre, placed upon screened Topsoil.
- c. Apply straw (or approved equivalent) mulch.

Specific hours of operation for this project shall be determined by BOPARC in accordance with City of Morgantown policies and regulations regarding noise and construction ordinances.

The Proposal:

A response to this notice must outline in detail the manner in which they would work with the City and BOPARC to fulfill BOPARC's and the City's needs. The outline at a minimum shall address:

- A. The designation and location of the bidder's primary contact (one person preferred), support staff and the associate personnel, and the overall relationship, which will be established between the bidder, BOPARC and the City. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.
- B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to BOPARC and the City.
- C. The bidder's capabilities to perform the necessary demolition and clean-up.
- D. The general manner in which work will be performed.
- E. The experience and references for those who will perform work.
- F. A schedule of hourly rates or the separate fixed costs for the demolition and removal of debris, including those for labor, equipment, transportation, permits and fees required to provide demolition services in accordance with all specifications, terms, and conditions in this notice.
- G. The method for assuring total clean-up from demolition.
- H. The location to which demolition debris will be taken and description of how that will occur.
- I. Bid should include any cost to obtain necessary permit and materials as to provide compliance with the law and this bid.
- J. Plan and description of manner of meeting requirements of the Bid.

II-4 BIDDER RESPONSIBILITY:

BOPARC nor the City of Morgantown will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to do the work, the Bidder represents that it is fully informed concerning the scope of the project, the requirements of the Contract, the physical conditions likely to be encountered in the work, and the character, quality, and quantity of services required by the City and BOPARC. A mandatory site visit is part of this bid process. That visit is scheduled for April 4, 2024 at 1:00PM at the location of the structure.

The Successful Bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The Bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. In addition, the Successful Bidder shall provide all vehicles and other equipment and material necessary for the work. Bidders having questions regarding this notice should request clarification before submitting a bid. Negligence or inattention of the Bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of BOPARC to agree to additional compensation. Bidders having questions regarding this notice must contact BOPARC for clarification.

II-5 SAFETY

The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of West Virginia for the protection of workers on this project.

The Successful Bidder shall observe City ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

II-6 POLLUTION CONTROLS

Under the Authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants (NESHAP) on April 6, 1973, (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use and control. Demolition of certain buildings and structures was determined to be a significant source of asbestos emissions.

Contractors are required under Section 114(a) of the Clean Air Act allow EPA personnel to freely enter facilities or demolition sites, review records, inspect any demolition method, and sample or observe any omissions.

All demolition must be undertaken in compliance with the applicable provisions of the Clean Air Act and 40 C.F.R. Section 61.22(d). The Successful Bidder is responsible for compliance with NESHAP. The Successful Bidder shall complete and submit "Notification of Intent to Renovate or Demolish" form to the NESHAP Asbestos Program necessary.

BOPARC has conducted an asbestos survey of the building and has contracted for remediation of the same. Remediation is complete and a copy of applicable reports are a part of this bid packet.

II-7 ASSIGNMENTS OR SUBCONTRACTING:

The Successful Bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City and BOPARC. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the Contract requirements, that information must be disclosed in the Bidder's response.

II-8 FAIR EMPLOYMENT PRACTICES:

The Successful Bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

II-9 CONTRACTOR'S PAYMENT OF TAXES, PERMITS, ETC.

The Successful Bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal and State Wage and Hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Successful Bidder under State and Federal law.
- c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants, or vendors from whom the Successful Bidder obtains items and materials related to the contract.

The Successful Bidder shall indemnify and hold the City of Morgantown and BOPARC harmless from all claims arising from the foregoing payment obligations of the Successful Bidder.

II-10 DAMAGE TO PERSONS OR PROPERTY

The Successful Bidder also accepts sole responsibility for any damage to any person or damage to public or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The Successful Bidder will protect, defend, and hold harmless the City and BOPARC from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the Successful Bidder's (or its subcontractors') negligence.

II-11 INSURANCE:

A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City of Morgantown and BOPARC as additional insureds:

Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence

Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.

Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.

2. Worker's Compensation Compliance

Successful Bidder shall also comply with all requirements of the West Virginia Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

B. Certificates of Insurance

Included in bid package, Bidders shall provide to BOPARC complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide BOPARC at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Bidder must cease work on this bid.

C. Submission of Policies and Certificates of Insurance

The Successful Bidder shall provide BOPARC with a copy of its required insurance policies and certificates of insurance as described above. If the Successful Bidder does not provide such materials in the time provided for, the Successful Bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of a new request for bids.

II-12 QUALITY OF SERVICE

BOPARC expects the Successful Bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Successful Bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract. BOPARC is looking to inconveniencing the public as little as possible, considering the service Successful Bidder is providing. The Successful Bidder shall file all documents outlined in this document in a timely and well-organized manner.

II-13 OPERATION OF VEHICLES

The Successful Bidder shall operate all company vehicles in a manner so as to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to all City Codes and ordinance in place at that time.

II-14 SUPPORT FACILITIES

Successful Bidder shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City of Morgantown and BOPARC.

II-15 BREACH OF CONTRACT AND CITY'S RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this bid and/or resulting contract are breached by the Successful Bidder, BOPARC/City of Morgantown shall give written notice to the Successful Bidder of the breach or pattern of behavior that constitutes the breach and allow the Successful Bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then BOPARC/City of Morgantown shall have the right to cancel any contract by sending written notice to the Successful Bidder of the cancellation.

If the Successful Bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of West Virginia and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, BOPARC may,

without prejudice to any other right or remedy, terminate the contract immediately.

If the Successful Bidder fails to perform or complete the demolition and clean-up of the residential building as agreed or otherwise breaches its duties under this bid or the resulting contract, the Successful Bidder shall be responsible for any and all costs BOPARC incurs in obtaining satisfactory performance of the project and/or litigation costs and attorneys fees to enforce its rights under the bid and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the City/BOPARC.

II-16 BOPARC'S RIGHT TO MODIFY CONTRACT

BOPARC reserves the right to negotiate with the Successful Bidder for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the engineering services. If BOPARC and the Successful Bidder are unable to agree on a revised contract, BOPARC may seek new proposals and, upon a minimum of ten (10) calendar days written notice from BOPARC, may terminate the unexpired portion of the contract. BOPARC shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

II-17 NO CONFLICT OF INTEREST

The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested. A bidder working for BOPARC would be considered to have a conflicting interest if they are also performing services for a builder, property owner, developer, or contractor.

II-18 REFERENCES

All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within Monogalia, Marion and Preston Counties.

II-19 PAYMENT

BOPARC shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the Successful Bidder must thoroughly clear the project site and any other place affected by the work of all debris to the BOPARC's satisfaction, at BOPARC's sole discretion.

II-20 TIME IS OF THE ESSENCE

Time is of the essence in this matter. The Successful Bidder must schedule its work and that of its subcontractors to meet the needs and requirements of the City of Morgantown/BOPARC. The Successful Bidder must perform the work expeditiously in cooperation with the City. The Successful Bidder's sole remedy for any delay caused by the City/BOPARC or its agents, employees, contractors, or subcontractors will be an extension in the contract time; damages will be unavailable to Successful Bidder on such grounds.

II-21 NO CONFLICT OF INTEREST

The bidder shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, or agent of the City. For purposes of this provision, "familial relationship" and "relative" are defined as: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

In the space provided below, list and describe all existing conflicts of interest or state that there are no known conflicts of interest.

BID SUBMISSION STATEMENT

BOPARC
799 East Brockway Ave.
P.O. Box 590
Morgantown, WV 26507

The undersigned hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Bid Documents, including the Notice to Bidders, General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the site as is necessary to determine the character and difficulties of site, and can provide all services necessary to do all the work specified or referred to in the in the manner and time therein prescribed and according to the requirements of BOPARC as therein set forth, to furnish the insurance required of the Bidder by the Notice to Bidders and Contract Documents, and that he/she will take in full payment, the amounts set forth in the following proposal.

All bidders understand that BOPARC reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to BOPARC/City of Morgantown.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by BOPARC for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement within thirty (30) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of BOPARC as liquidated damage for the delay and additional expense to BOPARC caused thereby.

Pursuant to your Demolition of Building request for bids dated due by 1:00PM on April 18, 2024, I submit the following as my Company's bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written contract with BOPARC, which will embody the terms as outlined in the request for bids.

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal.

Company _____

Address _____

Phone _____

Authorized Agent _____

Signature _____

Title _____

Date _____