

Bid Document

Bid for Paving – Fall 2025 RFQ #202501 Corporation of Harpers Ferry and Harpers Ferry Water Works

INSTRUCTIONS TO BIDDERS:

The Project consists of sections of paving and pothole repair of roads degraded by stormwater erosion or utility repairs in the Corporation of Harpers Ferry, WV (the “Owner”), and sections of Bolivar, Harpers Ferry and Jefferson County, WV serviced by Harpers Ferry Water Works.

The bid is structured with two sections, Section A and Section B. Each section has a base bid and bid alternates. Award of bid alternates will be added to the base bid of each section as budgeting allows. Only a single deployment for all contracted work awarded under this bid will be included to minimize cost and disruption to residences and businesses. Contractor will arrange with Corporation of Harpers Ferry for overnight storage of equipment required during deployment and execution of work. Equipment will be removed within 48 hours of contract completion.

Upon project completion, submitted invoices shall be itemized as denoted in the Bid Price Section.

CONTRACT TIMES:

Contract shall be completed within 75 days after date of Contract. Contractor and Owner agree that time is of the essence. Contractor shall meet with Owner representative(s) one week in advance of commencement of work to coordinate communication of planned work to affected residents and businesses. Contractor shall update Owner representative(s) regarding changes and updates to planned work. Contract work shall not be performed outside the hours of Monday – Friday: 7am – 6pm. Work shall not be performed on Veteran’s Day or Thanksgiving Day.

PRE-BID CONFERENCE:

A pre-Bid conference will be held at the time and location stated in the advertisement to bid. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INTERPRETATIONS AND ADDENDA:

All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received after September 7, 2025 may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

BID PRICE SECTION

SECTION A

SECTION A BASE BID

: *ID refers to picture reference at end of Bid Price Section

ID*	Street	Description	Action	Geo_Ref_1	Geo_Ref_2
3	Gilmore St.	Three potholes 7', 9', 4' at intersection of Cliff and Gilmore	Mill and Pave	39.323571	77.739136
4	Cliff St.	7' pothole at intersection of McDowell and Cliff	Mill and Pave	39.32365	77.739903
5	Fillmore	Intersection of Fillmore and Boundary	Mill and Pave	39.325121	77.744121
6	Fillmore	Intersection of Fillmore and Boundary	Mill and Pave	39.325064	77.744178

Section A Base Bid Price : \$ _____

SECTION A ALTERNATE 1

ID*	Street	Description	Action	Geo_Ref_1	Geo_Ref_2
1	E. Ridge St	Deep 2' pothole in middle of E. Ridge	Patch	39.326251	77.738131
2	E. Ridge St	5' pothole near intersection of E. Ridge & Gilmore	Patch	39.326266	77.738446
8	E. Ridge St	4', 5', 6' potholes at E. Ridge and Jackson	Patch	39.326535	77.740436
9 & 9A	Church St.	12' pothole on Church St.	Patch	39.323959	77.732822

Section A Alternate 1 Price: \$ _____

SECTION A ALTERNATE 2

ID*	Street	Description	Action	Geo_Ref_1	Geo_Ref_2
15	Henry Clay St.	7' pothole on Henry Clay St.	Patch	39.324554	77.739052
23	Storer College Way at Fillmore St	Edge failure and pothole at intersection with Fillmore	Patch		
24	Putnam St. between Franklin & Gilbert	Manhole Cover Proud of Grade	Pave Around		

Section A Alternate 2 Price: \$ _____

SECTION A ALTERNATE 3

ID*	Street	Description	Action	Geo_Ref_1	Geo_Ref_2
17	Putnam Ct.	3' hole on Putnam Ct.	Patch	39.329125	77.747649
19	W. Ridge St.	7' hole needs repatched	Patch	39.328682	77.747169
20	W. Ridge St.	2' section repair failure	Patch	39.328642	77.746568
21	Putnam St.	2.5' hole on Putnam St.	Patch	39.32843	77.745916

Section A Alternate 3 Price:\$_____

End of Section A

SECTION B

SECTION B BASE BID

: *ID refers to picture reference at end of Bid Price Section

ID*	Location	Description	Geo Reference
W3	1150 W Ridge	road cut estimate 3' x 20'	39.327865, -77.747743
	950 Fillmore Street	road cut estimate 3' x 20'	39.325008, -77.743618
	900 Fillmore Street	apply patch	39.325008, -77.743618
W5	W Ridge/Franklin Streets	apply patch	39.327259, -77.744413

Section B Base Bid Price : \$ _____

SECTION B ALTERNATE 1

Location	Description	Geo Reference
Henry Clay and Lancaster	road cut estimate 3' x 20'	

Section B Alternate 1 Price:\$ _____

SECTION B ALTERNATE 2

Location	Description	Geo Reference
100 Gilbert Street	patch road at end of driveway ~3' x 6'	39.327288, -77.748581
31 Day Street	repair patch	39.324489, -77.755782
42 Day Street	repair patch - pothole	39.324552, -77.755613
108 Elm Street	repair sinking patch	39.322800, -77.758293

Section B Alternate 2 Price: \$ _____

SECTION B ALTERNATE 3

Location	Description	Geo Reference
79 - 84 Blandy Street	repair road cut patch that has settled ~3' x 20'	39.324172, -77.753626

Section B Alternate 3 Price: \$ _____

End of Section B

Bid Section Images – ID number is painted on the street in the photo. Not all locations have images.





GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are required for all sealed and unsealed written or verbal solicitations issued by the Corporation of Harpers Ferry for all procurements unless changed, deleted, or revised by the Town Council.

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the State of West Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Twenty-Third Judicial Circuit Federal District Court in the Eastern Panhandle of West Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Corporation of Harpers Ferry that they conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Americans With Disabilities Act, West Virginia Code 5A-1-1 et seq, and the Corporation of Harpers Ferry Human Rights Ordinance Article 137. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. The Corporation of Harpers Ferry, in accordance with the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d, et seq., and Title 49, Code of Federal Regulations hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex or national origin in consideration for an award.
- C. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Corporation of Harpers Ferry may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Corporation of Harpers Ferry all such information and data for this purpose as may be requested. The Corporation of Harpers Ferry reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Corporation of Harpers Ferry further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Corporation of Harpers Ferry that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- D. **TESTING AND INSPECTION:** The Corporation of Harpers Ferry reserves the right to conduct any test/inspection it may deem advisable to ensure goods and services conform to the specifications.
- E. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Corporation of Harpers Ferry, though such consent shall not be unreasonably withheld.

F. **SEVERABILITY OF CONTRACT:** In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

G. **CHANGES TO THE CONTRACT:**

1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased without the advance written approval of the Town Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
2. Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Corporation of Harpers Ferry may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Corporation of Harpers Ferry a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Corporation of Harpers Ferry's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Corporation of Harpers Ferry with all vouchers and records of expenses incurred and savings realized. The Corporation of Harpers Ferry shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Corporation of Harpers Ferry within thirty (30) days from the date of receipt of the written order from the Corporation of Harpers Ferry. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Corporation of Harpers Ferry or with the performance of the contract generally.

H. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Corporation of Harpers Ferry, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Corporation of Harpers Ferry may have.

- I. **LICENSES, PERMITS AND TAXES:** Contractors will be responsible for all licenses, permits and state and local taxes (including Business & Occupation taxes), if required; The successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Financial Officer, or designee that it has such licenses, or is not required to have such licenses, prior to approval and execution of any contract to perform the work herein described. Sales to the Corporation of Harpers Ferry are normally exempt from State sales tax. State sales and use tax certificates of exemption, will be issued upon request. Contractors are responsible for verifying all required state and local permits with regard to street rights of way is in place. Contractors are responsible for performing work in state or local rights of way according to the prevailing code.
- J. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **§ 23-2-1D** of West Virginia State Code. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in West Virginia by the West Virginia Secretary of State office.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Corporation of Harpers Ferry of increases in the number of employees that change their workers' compensation requirements under the **§ 23-2-1D** of West Virginia State Code during the course of the contract shall be in noncompliance with the contract. The insurer must have an A.M. Best rating of A- or better.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Corporation of Harpers Ferry must be named as an additional insured and so endorsed on the policy by the insurer. A notation on the certificate of insurance is not sufficient.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- K. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited

from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. **TERMINATION:**

- a. Termination for Convenience: The Corporation of Harpers Ferry may terminate a contract, in whole or in part, whenever the Corporation of Harpers Ferry determines that such termination is in the best interest of the Corporation of Harpers Ferry, without showing cause, upon giving ten (10) days written notice to the vendor.
- b. Termination of Default: When the vendor has not performed or has unsatisfactorily performed the contract, the Corporation of Harpers Ferry may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Corporation of Harpers Ferry. The Vendor will be paid for work satisfactorily performed prior to termination.

M. **HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period for the successful bidder/offeror indemnifying, defending, and holding harmless the Town, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind (including claims for attorney's fees) brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.

N. **WARRANTY:** All work completed, materials and parts used shall be warranted as free from defects in workmanship for a minimum of one (1) year following the completion of the work and acceptance by the Town.

O. **CORRECTION OF WORK:** All work completed under this contract shall be completed in a skillful and workmanlike manner. The Contractor shall promptly correct all work not accepted by the Town due to defects or the failure to conform to the specifications.

P. **SAFETY:** The Contractor shall be solely responsible for complying with all applicable safety regulations, including those established by the Occupational Safety and Health Administration (OSHA) and the WV Department of Highways, during the execution of this contract.

BID SUBMISSION:

Submit the entire signed and completed Bid Document including attachments to: The Corporation of Harpers Ferry, P.O. Box 217, Harpers Ferry, WV 25425, Attention: Deb Kelly or email to: dkelly@harpersferrywv.us

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

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions included in the Bid Document. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, General Terms and Conditions, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt

of the following Addenda:

Addendum No.

Date of Addendum

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

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

D. Bidder has carefully studied all relevant conditions at or adjacent to the Site.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work and any required permits; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at

the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Owner is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this document, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BID CERTIFICATION:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract

TIME OF COMPLETION

Bidder agrees that the Work will be completed on or before the dates or within the number of calendar days indicated in the Contract Times.

ATTACHMENTS TO THIS BID

The following documents are to be submitted with and made a condition of this Bid:

- A. Evidence of authority to do business in the state and municipalities of the Project; or a written covenant to obtain such license within the time for acceptance of Bid.

BID SUBMITTAL

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

By: *[Signature]* _____

[Printed name] _____

Telephone Number: _____

Contact Name and e-mail address: _____