

SECTION I - ITB# 2024-01-01 Medical Arts Pharmacy Wall Repair

The City of Huntington is seeking competitive bids from West Virginia licensed contractors for the repair of a wall at the Medical Arts Pharmacy located at 949 6th avenue. Engineering drawings for this project may be found on BidExpress.com.

A mandatory meeting will occur at Huntington City Hall, 800 5th Avenue on Wednesday January 24th, 2024 at 9:00 am in City Council Chambers, room 121. Questions will be due no later than January 26, 2024 at 3pm and must be submitted through BidExpress. All bids will be due by January 31st, 2024 at 10am and must be submitted through the city's electronic bid site www.bidexpress.com. The contract documents are online at: www.bidexpress.com.

City of Huntington reserves the right to reject any or all bids and waive any informalities in bidding.

A satisfactory bid bond furnishing by a solvent surety company authorized to do business in the State of West Virginia, in an amount equal to five percent (5%) of the total amount of bid shall be submitted with each bid.

The successful bidder will be required to furnish a satisfactory Performance Bond and Payment Bond and the fee for the same shall be included in their bid.

All proposals must comply with Chapter 21, Article 11, of the West Virginia State Code.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for at least ninety (90) days.

SECTION II - INFORMATION FOR BIDDERS

Bids will be received by City Of Huntington herein called the ("Owner") via Bid Express, www.bidexpress.com.

Schedule: **MANDATORY Meeting:** Huntington City Hall, 800 5th Avenue on Wednesday January 24th, 2024 at 9:00 am in City Council Chambers, room 121.

Written inquiry due: January 26, 2024 at 3:00 PM

Bid due date: January 31st, 2024 at 10:00 AM

Inquiries shall be emailed to Dan Underwood, Director of Purchasing - City of Huntington, WV at UnderwoodD@Huntingtonwv.gov or posted on the Bid Express system.

Bidders shall develop their bid from the detail and information in the project drawings herewith attached. Subsequent work items may be added by change order as may become necessary.

- The construction of the Medical Arts Pharmacy External Wall repair shall be **Substantially Complete no later than 180 days after signed contract**.
- The owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be

considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the owner and the bidder.

- After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.
- The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.
- Each bid must be accompanied by a bid bond payable to the owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
- A performance bond and a payment bond, each in the amount of 100 percent (100%) of the contract price, with a corporate surety approved by the owner, will be required for the faithful performance of the contract.
- Attorneys-In-Fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.
- The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when notice of award is delivered to the bidder. The notice of award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the owner may at his option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the owner.
- The owner within ten (10) days of receipt of acceptable performance bond, payment bond and agreement signed by the party to whom the agreement was awarded shall sign the agreement and return to such party an executed duplicate of the agreement. Should the owner not execute the agreement within such period, the bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.
- The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the owner and contractor. If the notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

- The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.
- A conditional or qualified bid will not be accepted.
- Award will be made the lowest responsible bidder. If the lowest responsive bid received at the bid opening exceeds the amount of funds available to finance the contract:

(1) The owner may without taking deductive alternates:

(a) reject all bids;

(b) augment the funds available in an amount sufficient to enable award to the lowest responsive bidder.

(2) The owner may take deductive alternates in the order shown in the Invitation for Bids until at least one of the responsive bids less deductive alternates result in a price within the funds announced as available. Then award may be made to that bidder. It should be noted that this procedure may change the order of bidders and thus extra care will be exercised to insure that:

(a) all responsive bids are considered;

(b) deductive alternates have been taken in the exact order shown in the Invitation for Bids; and

(c) only sufficient deductive alternates have been taken to reduce at least one of the responsible bids to or below the amount of funds announced as available.

(3) In no event, however, will the owner negotiate with the low bidder or other bidders in order to reduce the cost within the funds available.

- All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, including Chapter 21, Article 11 of the Code of West Virginia concerning Contractor Licensing Act.
- Each bidder is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from the obligation in respect to their bid.
- Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of Equal Opportunity. The successful bidder must supply the names and addresses of subcontractors when requested to do so by the owner.
- The low bidder shall supply the names and addresses of major suppliers and subcontractors when requested to do so by the owner.