



**CITY OF WHEELING
BID PACKAGE FOR
PLAYGROUND EQUIPMENT AT FULTON PLAYGROUND**

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For questions concerning bid procedures or specifications, contact Jesse Mestrovic, Parks & Recreation Director at (304) 234 - 3641 or jmestrovic@wheelingwv.gov.

The City of Wheeling will be accepting sealed bids for the purchase of equipment, materials, etc. and installation thereof for the Fulton municipal playground. We are searching for something beyond the cookie-cutter classic playground. The playground will be a turnkey operation. It will include playground apparatus, installation, protective surfacing and borders. The entire playground will be bordered with plastic border material, under-laid with geo-textile fabric and covered with adequate amount of Engineered Wood Fiber to meet or exceed National Playground Institute standards. This playground must comply with all current ADA, IPEMA, CPSC and ASTM standards.

This project is funded by CDBG funds. Therefore, Davis-Bacon Federal Prevailing Wage Rates must be utilized for the installation of the playground. Contractor doing installation will also be required to be licensed by the State of WV and the City of Wheeling and pay appropriate B&O taxes for their work performed in the City of Wheeling. A building permit (fee waived) must also be obtained by Contractor.



Invitation for Bids

PLAYGROUND EQUIPMENT & INSTALLATION

The City of Wheeling is seeking sealed bids for playground equipment and installation services at Fulton Playground, located at the end of Wine Street & Fawn Street (50 Bank Street), Wheeling, WV 26003.

A complete copy of the specifications and services needed is available at the Parks & Recreation Department, 51 – 16th Street, Wheeling, WV 26003 and on the City’s website www.wheelingwv.gov. All bids are to be sealed and clearly marked “Bids Enclosed Fulton Playground Bid” on the outside of the envelope. Interested parties can submit sealed bids complete with drawings, elevations and/or pictures and material specifications to 1500 Chapline Street, Wheeling, WV 26003 **not later than 2:00pm on Tuesday, June 25, 2018** and then at said office, publicly opened and read aloud. Questions can be directed to Jesse Mestrovic – Director of Parks & Recreation at (304) 234-3641.

The City may request an interview to discuss the contents of bid. The City reserves the right to accept, reject, or modify any bids which the City believes is in its best interest at any time.

Bids must be mailed, or delivered, and received by the due date to:

City Manager’s Office
Attn: Jesse Mestrovic (Fulton Playground Bid)
1500 Chapline Street
Wheeling, WV 26003

Project Description & Specifications

The bid submitted must include the cost and installation of one playground structure, plastic border timbers, and engineered wood fiber. All existing structures have been removed and the site prepared for installation.

Subject to compliance with requirements, provide the below products:

- One Inclusive Playground Structure for ages 2-5 but with the option for up to ages 2-12, with a capacity of up to 30 children or more including the following items:
 - At least three access/entrance items (i.e.: steps, ramp, steel or rope ladders, etc.)
 - A total of at least two slides connected to the structure
 - No tube slides shall be included
 - No “bumpy slides” shall be included
 - Linking Components, Ramps, and ADA inclusivity elements:
 - No crawl tubes, tunnels, or track rides type elements shall be included
 - Panels and ground level play components elements:
 - The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space.
 - One ground level play element shall address socialization and imaginative play (such as a playhouse or dramatic play area)
- Installation for all playground equipment, fabric, border and engineered wood fiber. Site shall be restored, no payments to be made until final sign off from staff.

Optional Additional Items:

- 6’ foot benches with back, in-ground mount, poly-coated steel.

All Playground Equipment must meet the following standards, with appropriate documentation provided:

- ASTM 1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- CPSC: Consumer Product Safety Commission for Public Playground Safety
- ADA: Americans with Disability Act
- IPEMA: International Playground Equipment Manufacturer’s Association

General Requirements:

- All submissions shall contain drawings and layouts, pictures, and complete specifications of the play equipment. Bids shall also contain any and all materials utilized.
- All fasteners shall be corrosive resistant.
- Copy of all warranties shall be provided. Warranties shall cover a minimum of:
 - Powder Coating shall contain a minimum of a five-year warranty against fading when facing normal exposure. Testing in compliance with ASTM D 2244 shall be included within packet
 - Lifetime warranty on steel posts
 - 15-year warranty of pipes, steps, loops, rails, roto-molded plastics, HDPE plastic sheeting, steel platforms
 - 5-year warranty on site amenities, cables and nets
- Playground equipment as specified.

Equipment Variations:

- Equipment not specifically mentioned must be as equal to the quality of the equipment listed in this document.
- Interested parties are encouraged to submit more than one design for consideration within the bid document.

Information Required for Submittal of Bid

Tax ID Number: _____

WV Contractor's License No. _____

Representative Name: _____

Title: _____

Vendor Name: _____

Vendor Mailing Address: _____

City	State	Zip Code
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Phone Number: _____

Cell Number: _____

E-mail Address: _____

FOB, Wheeling (10 Hunter Avenue, Wheeling, WV 26003)

1. Equipment Cost \$ _____
(Please attach an itemized breakdown of individual play elements)
2. Freight \$ _____
3. Installation Cost \$ _____
4. **Total Cost of Project** \$ _____
5. Anticipated Completion Date: _____

I have read and understand the requirements of this bid and agree to comply except as noted. The bid fee shall include all labor, material and equipment to provide the services as in this packet. Additional pages must be used to show detail of unit costs and options.

Exceptions:

Submitted by:

(Signature of individual listed above)

Date: _____

INSTRUCTIONS TO BIDDERS

Section C-1 - Definitions:

Article C-1.01

Wherever used in any of the Instructions to Bidders or Specifications the term "Engineer" shall mean the City Engineer, the term "Director" shall mean the Director of Parks & Recreation, the term "Owner" shall mean the City of Wheeling.

Section C-2 - Inspection of site and drawings:

Article C-2.01

Each bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to inspection and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall examine thoroughly and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts which he should have been on notice as a result thereof.

Article C-2.02

Should a bidder find discrepancies in, or omissions from the drawings or contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer/Director, who will send a written instruction to all known bidders.

Article C-2.03

The prices are to include the furnishing of all materials, equipment, tools, ladders, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.

Article C-2.04

No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Engineer/Director, who shall give a written response to all known prospective bidders.

INSTRUCTIONS TO BIDDERS - 2

Section C-3 - Work Schedule:

Article C-3.01

Work on this contract must begin as soon as possible and not later than 10 days upon receipt of Notice to Proceed by the Contractor.

Article C-3.02

Contractor shall complete the work in the number of calendar days specified in Article C-13 of the Instructions to Bidders.

Article C-3.03

The successful bidder will pay as liquidated damages the sum of \$100.00 for each consecutive calendar days thereafter that the time consumed in completing the work exceeds the time allowed as provided in the Agreement.

Section C-4 - Bids:

Article C-4.01

All bids must be made on the bidding forms attached hereto and give the price for each item and aggregate amount for the work, and must be signed and acknowledged by the bidder's chairman, president, or other senior officer. In order to ensure consideration, the bid should be enclosed in an envelope and marked:

BID FOR: Fulton Playground Bid

and address to:

City Manager's Office
Attn: Jesse Mestrovic
City/County Building
1500 Chapline Street
Wheeling, West Virginia 26003

Article C-4.02

The City of Wheeling reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid which omits an entry on any one or more items in the price sheet may be rejected; any bid in which the unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any bid accompanied by an insufficient or irregular certified check or bid bond may be rejected.

INSTRUCTIONS TO BIDDERS - 3

Article C-4.03

If the contract is awarded, it will be awarded by the Owner, to a responsible bidder on the basis of the most favorable bid. The contract will require the completion of the work according to the contract documents.

Section C-5 - Bid Guaranty: (NOT APPLICABLE)

Section C-6 - Corrections :

Article C-6.01

Erasure or other changes in the bids must be explained or noted over the signature of the bidder.

Section C-7 - Award of the Contract - Rejection of Bids:

Article C-7.01

The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in its interest. Bid proposals in which bid prices are obviously unbalanced may be rejected.

Article C-7.02

The Engineer/Director reserves the right to consider as unqualified to do the work of general construction any bidder who does not habitually perform with his own forces the major portions of the work involved.

Section C-8 - Bonds: (NOT APPLICABLE)

Section C-9 - Project Time Limits:

Article C-9.01

The bidder agrees to commence with the inspections within 10 days of the Notice to Proceed and complete the project within the allotted calendar days specified in the proposal.

INSTRUCTIONS TO BIDDERS - 4

Section C-10 - Execution of Agreement:

Article C-10.01

Failure to execute the formal contract within ten (10) days after the notice will be considered as abandonment.

Section C-11 - Public Liability and Property Damage Insurance:

Article C-11.01

Each contractor shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect the Owner, the contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operation, under this contract, whether such operations be by himself or by any subcontractor directly or indirectly employed on the project. **Contractor shall name the City of Wheeling as an additional insured on all policies of insurance**, including but not limited to, public liability and property damage insurance.

Article C-11.02

The amounts of such insurance shall, unless otherwise specified as a special term of the contract, be as follows:

Article C-11.02.01

Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for injuries and/or wrongful death, to any one person and subject to the same limit for each person and in an amount of not less than One Million Dollars (\$1,000,000.00) on account of one accident and Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000.00).

Article C-11.02.02

Automobile and Truck Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries and/or wrongful death, to any one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000.00) on account of one accident and Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000.00).

Special hazards, if there is a possibility of such hazards existing in the work contemplated, shall be covered by rider or riders to the policy or policies.

INSTRUCTIONS TO BIDDERS - 5

Section C-12 - Proof of Insurance:

Article C-12.01

Contractor shall deliver to the Owner proper evidence of carriage of the Insurance required hereunder. Certificates will be acceptable proof of public liability, property damage and Workmen's Compensation Insurance. The above certificates will be delivered to the Parks & Recreation Director or City Engineer prior to the signing of the contract.

Section C-13 - Time for Completion of Project:

Article C-13.01

This project must be completed within **90 calendar** days from the date of the Notice to Proceed, submitted to the Contractor in writing from the office of the Parks & Recreation Director or City Engineer.

Appendix: Project Area Photos

Playground Addresses:

Fulton Playground

50 Bank Street (end of Wine Street and end of Fawn Street)

Wheeling, WV 26003

Coordinates: 40.074895, -80.708551

Size: 35' X 48'

This playground will be geared for children ages 2-12 and should accommodate up to 30 children.



* Equipment has been removed by the City