

KANAWHA COUNTY COMMISSION

P. O. BOX 3627
407 VIRGINIA STREET, EAST
CHARLESTON, WEST VIRGINIA 25336
(304) 357-0115

Request for Proposals

RE: Three-Year Contract (to be Renewed Annually) for the Demolition of Various Structures Identified by the Kanawha County Commission

CONTACTS: Questions Regarding Bid Submission: Questions Regarding Bid Specifications:
Jerie Whitehead David Armstrong
Purchasing Director Planning Director
Kanawha County Commission Kanawha County Planning & Community Development
407 Virginia Street, East, 3rd Floor 407 Virginia Street, East, 2nd Floor
Charleston, WV 25301 Charleston, WV 25301
(304) 357-0115 (304) 357-0570
jeriewhitehead@kanawha.us davidarmstrong@kanawha.us

MANDATORY PRE-BID CONFERENCE: A Mandatory Pre-Bid Conference will be held on Thursday, June 11, 2015, at 10:00 a.m. in the Kanawha Commission Meeting Room located on the first floor of the Old Kanawha County Courthouse, 409 Virginia Street, East, Charleston, WV 25301

BID OPENING: Bids must be received on or before Thursday, June 18, 2015, at 11:00 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, Third Floor, Room 229, Charleston, WV 25301, (P.O. Box 3627, Charleston, WV 25336)

INSTRUCTIONS TO BIDDERS:

***PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR PROPOSAL**

1. **Proposals must be received in a sealed envelope with the date and time of the bid opening on the outside of the envelope. Faxed or electronically submitted proposals will not be accepted.**
2. Proposal must be F.O.B. Delivery Point, unless otherwise indicated in proposal.
3. All proposals should be signed in ink showing all facts and the total amount of the bid.
4. The Kanawha County Commission reserves the right to accept or reject in part or in whole any bid submitted, whichever is in the best interest of the County.

Item #	Quantity	Description	Amount
1	1 Square Foot	Contract for the Demolition of Structures Identified by the Kanawha County Commission Based on PREVAILING WAGE RATES per the Attached Specifications	\$ _____ Per Square Foot
2	1 Square Foot	Contract for the Demolition of Structures Identified by the Kanawha County Commission Based on NON-PREVAILING WAGE RATES per the Attached Specifications	\$ _____ Per Square Foot

Vendor Name: _____

Signature: _____

Address: _____

Date: _____

Telephone: _____

E-Mail Address: _____

WV Contractor's License Number: _____

*****ATTENTION VENDORS*****

Have you registered for the Kanawha County Commission Automatic Vendor E-Mail Notification System for bid specifications? Register by visiting our website @ <http://rfp.kanawha.us>

**REQUEST FOR PROPOSALS
DEMOLITION OF STRUCTURES LOCATED IN THE UNINCORPORATED AREAS OF
KANAWHA COUNTY, WEST VIRGINIA**

David H. Armstrong Kanawha County Planning:

P: (304) 357-0570

F: (304) 357-0572

davidarmstrong@kanawha.us

Intent: These specifications are intended to describe Demolition Services for the Kanawha County Commission Planning & Development Office. The details contained in the following specifications are not designed to exclude any manufacturer from bidding, but are offered as a means of describing the needs of the Kanawha County Commission Planning & Development Office. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the Kanawha County Commission Planning & Development Office's intended use.

Mandatory Pre-Bid Conference: A Mandatory Pre-Bid Conference will be held on Thursday, June 11, 2015, at 10:00 a.m. in the Kanawha County Commission Meeting Room located on the first floor of the Old Kanawha County Courthouse, 409 Virginia Street, East, Charleston, WV 25301. Attendance is mandatory.

Proposal Due Date & Public Bid Opening: The Kanawha County Commission Planning & Development Office, West Virginia (hereinafter called the County) invites proposals on the attached forms. Sealed proposals will be received until Thursday, June 18, 2015, at 11:00 a.m. in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Third Floor Room 229, Charleston, WV 25301, at which time all proposals will be opened and read aloud. The public is welcome to attend.

Preparation of Proposal: Each proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and name of the project for which the proposal is submitted with the bid opening date and time. Where sealed proposals are forwarded by mail, they shall be enclosed in another envelope addressed to the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Room 229, P.O. Box 3627, Charleston, West Virginia 25301. In addition, the name of the bidder should appear in the upper left-hand corner, with the name of the project and the bid opening date and time marked plainly on both envelopes. This is to ensure the proposal being received at the proper location by the proper bidding time, and will prevent accidental opening of the main bidding package. Each package shall include two (2) copies of the vendor's proposal.

Addenda: All questions pertaining to the specifications shall be submitted in writing to David H. Armstrong, via email to davidarmstrong@kanawha.us no later than 3 p.m., Monday, June 15, 2015. Questions submitted will then be compiled and answered in an addendum to be issued no later than Tuesday, June 16, 2015, by 4:00 p.m. The Kanawha County Commission will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to the specifications can be given. If any addenda are issued to this RFP, the Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their competitive proposal, to contact David H. Armstrong via phone at (304) 357-0570 or via email to davidarmstrong@kanawha.us to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

Method of Award: The Kanawha County Commission reserves the right to reject any or all bids, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the Kanawha County Commission. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed. The Kanawha County Commission also reserves the right to request additional information from any bidder who submits a proposal for the work outlined in this document. This request for information would occur after the submission deadline and before an award is made.

Stockholders: A list of all stockholders by name and address owning 5% or more of the successful bidder's current stock must be submitted prior to the issuance of a contract. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

Equal Employment Opportunities: The successful bidder for this project, prior to the issuance of a contract, shall certify that they do not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin.

Immigration Reform and Control Act (IRCA): The successful bidder shall certify, prior to the issuance of a contract that they are in complete compliance with the above noted Act.

Payment Terms: The successful bidder may expect payment by the Kanawha County Commission within sixty (60) days following delivery and acceptance of the item(s) purchased and installed, and receipt of a proper invoice. An acceptance *letter/final* invoice must be reviewed and signed by an authorized representative of the Planning Director.

Delinquent Taxes: No contract or purchase of materials or equipment will be awarded to a company whose tax account with the Kanawha County Sheriff is delinquent.

Bid Surety: A bid surety in the form of a cashier's or certified check, or a bond written by a company licensed to do business in West Virginia in the amount of \$3,000 or five percent (5%) of the total amount of \$60,000 of Kanawha County funds available for these projects, made *payable* to the Kanawha County Commission, must accompany all bids. The bid surety *will* be forfeited to the Kanawha County Commission if the bidder fails to execute a contract within five (5) days from date of notification that he/she has been awarded the contract. Unsuccessful bidders will receive a *full* refund of their surety. The successful bidder will receive a *full* refund upon executing the contract.

General Conditions: This Request for Proposal (RFP) is being issued to obtain proposals from qualified firms wishing to contract with the Kanawha County Commission to perform Demolition Services. The successful bidder shall conform to relevant Federal, State and Local regulations, obtain proper permits related to these projects and provide copies of insurance and worker's compensation certificates. In making an award, technical feasibility and reliability, past performance, experience and qualifications will be considered. Submissions may be mailed or hand delivered to the Kanawha County Commission Purchasing Department, 407 Virginia Street East, Third Floor, Room 229, Charleston, WV 25301 (P.O. Box 3627, Charleston, WV 25336). All documents must be submitted in a sealed envelope with the request for proposals project name written on the outside of the sealed envelope.

Submissions will be received until Thursday, June 18, 2015, at 11:00 a.m. Submissions received after this time will not be opened. If forwarded by mail, prospective applicants must allow for sufficient time for mailing to reach the above referenced address prior to scheduled closing time for the receipt of proposals. No electronic, facsimile, telephonic or oral bids will be accepted.

The response to this request for proposals should be signed by a representative of the firm who is authorized to contractually bind the firm.

Any changes, amendments, or modifications to a proposal statement must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

The contract for the demolition services shall be for a period of one (1) year from the date of contract execution, with the Kanawha County Commission having an option to renew the contract under the same terms and conditions, contained herein, and at the prices quoted in the submitted proposal for two (2) additional consecutive years.

The successful firm must indicate any pending legal actions against it.

The Kanawha County Commission reserves the right to award contracts to more than one vendor or make one award for the project as a whole.

The Kanawha County Commission also reserves the right to reject any or all submissions for any reason.

General Specifications: The work outlined in this RFP shall consist of complete removal of such buildings and appurtenances as are specifically designated to be cleared. The structures in question will be identified at a later date by the Kanawha County Planning and Community Development Office on an as needed basis. Before beginning any work, the Kanawha County Planning and Development Office shall confirm to the Contractor the demolition at each location. Scope of Work The work to be completed hereunder includes the furnishing of all supervision, labor, materials, machinery, tools, supplies, plant equipment, services and appurtenances including utilities and transportation necessary for the complete and satisfactory demolition of Structure(s).

1. The Contractor shall take all necessary precautions to protect all property (streets, utilities, etc.) from damage by the Contractor's equipment. Contractor shall remove and segregate all hazardous materials identified. The Contractor, in accordance with WPA guidelines shall remove refrigerators, air conditioners and other hazardous materials.
2. Payment of worker's compensation, overtime and any other required coverage are the exclusive responsibility of the Contractor as required by Local, State and/or Federal Law or Regulations, where applicable.
3. All buildings shall be cleared and removed from the project area and all of the same shall be transported to and legally disposed of by the Contractor at an approved and properly licensed sanitary landfill. Copies of the tipping fees or demolition landfill license shall be supplied to the Kanawha County Planning and Development Office. The Contractor shall pay landfill fees. Contractor is responsible for insuring that debris does not fall from or blow off transporting vehicles enroute to the sanitary landfill.

4. The Contractor shall leave the demolition and project site clean and free of all and any trash and debris to the satisfaction of the Planning Director or his designated representative.
5. The Contractor shall keep the project area and public right of way reasonably clear at all times and upon completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and used in the performance of this contract and shall leave the entire project area in a totally cleared, neat and leveled condition appropriate to the site. Burning of trash and debris on the site is not permitted and no material removed from this project area under the contract shall be burned, buried on the project site or deposited or placed at any place other than an approved and properly licensed landfill.

The Following Major Items of Work are Included Herein:

Asbestos Abatement: It shall be the Kanawha County Commissions' responsibility to identify, and remove asbestos containing material and dispose of it properly.

Utilities: The Kanawha County Commission Planning staff shall coordinate with all utilities to locate all service connections. It shall be required that the Kanawha County Commission Planning staff call Miss Utility of West Virginia, Inc. at (800) 345-4848 to do so. The Kanawha County Planning Department shall disconnect, or have disconnected, all utilities as required. The Contractor shall excavate and properly plug and flag all underground tap locations at a point close to the property line, but not so close as to damage State or privately owned roads, and then properly close excavations after removing all underground or aboveground pipe or wire.

Demolition: The Contractor shall raze, demolish, clear, remove and dispose of all buildings, structures and foundations including basements on the project in an efficient and workmanlike manner and all in strict accordance with all of the contract documents. All demolition debris and waste shall be removed from the site and placed in an appropriate, approved location at the expense of the Contractor.

Impervious Surfaces: All impervious surfaces shall be removed and disposed of in an appropriate, approved location. These surfaces include, but are not limited to, asphalt or concrete driveways, walkways, porches, basketball courts and patios. Costs associated with this item shall be included in the various unit bid prices.

Miscellaneous Debris: Miscellaneous debris surrounding the structures, such as fallen trees, junk and litter, and any other items on the site shall be disposed of as provided herein. Any tree stumps shall be cut to ground level. Cost of this work is to be included in the various unit bid prices.

Leveling and Seeding: The Contractor shall fill in all low areas, crawl spaces, etc. to a minimum of six inches (6") above existing surrounding grade to allow for settlement. The Contractor shall provide locally approved fill material. Leveling and seeding is incidental to the various contract items and no separate payment shall be made. Areas shall be seeded and mulched as follows:

- Approved grass seed, Le. rye, fescue, etc., at one hundred (100) pounds per acre
- Lime at two (2) tons per acre
- Fertilizer at five hundred (500) pounds per acre
- Mulch at two (2) tons per acre

Disposal of Materials: Materials resulting from the demolition and clearance operation are to be disposed of only at properly licensed and approved sanitary landfills. The Contractor is to exercise care so as not to deposit debris on the sidewalks and streets. Any ferrous materials should not be placed in the disposal sites. The Contractor can salvage such ferrous metals. Salvageable materials resulting from the demolition and clearance operations shall become the property of the Contractor.

Damage of State of WV or Privately Owned Property: The Contractor shall exercise due care so as not to damage the sidewalks and streets. The Contractor, at no additional expense to the Kanawha County Commission, shall correct any damage to State of WV or privately owned property caused by the Contractor's demolition work.

The Contractor shall be responsible for all damages to persons or property that may arise as a result of the Contractor's acts, omissions or negligence in connection with the performance, proper care and protection of all work

Indemnification and Care of Work: The Contractor shall be responsible for all damages to persons or property that may arise as a result of the Contractor's acts, omissions or negligence in connection with the performance, proper care and protection of all work performed until its completion and final acceptance by the Kanawha County Commission as provided hereinafter.

Contractor hereby agrees to indemnify and hold and save the Kanawha County Commission harmless from any and all liability, losses and claims for damages including attorneys' fees resulting from any claims or causes of action for personal injury or property damage that may arise during and by reason of the negligent acts or omissions of the Contractor, its agents, employees and/or subcontractors during performance of the contract and hereby agrees to indemnify the Kanawha County Commission, State and Federal Governments against any claims arising from such work.

Contract Price: The Kanawha County Commission shall pay the Contractor for full and complete performance of the contract. The contract price shall be payable and paid in installments according to individual prices on the bid sheet after both of the following have occurred:

1. The Contractor shall have completed all work on an individual property required under this contract, and
2. The Kanawha County Commission shall have issued a Certificate of Acceptance, in the form of an approved inspection ticket duly signed by the Planning Director or his authorized agent, certifying that all work on an individual property required under the contract has been fully and satisfactorily completed and is accepted by the Kanawha County Commission.

Time for Commencement & Completion of Work: The Contractor shall observe the following schedule for commencement & completion of work:

1. The Contractor shall commence performance under each project within ten (10) Calendar days following notice to proceed from the Planning Director or his designated agent. In no event shall the Contractor be prevented from commencing work under the contract for more than three (3) calendar days after the date of the contract unless a later date for commencement be mutually agreed upon in writing by the parties.
2. The Contractor shall complete each project in a timely manner or at the discretion of the Planning Director or his designated representative.

Emergency Circumstances: During the contract period, there may be some emergency circumstances which shall require an immediate response for demolition services. The successful bidder shall have equipment and staff available within Kanawha County, WV and the ability to immediately respond to emergency demolition requests including, but not limited to, demolition during working fires or other natural disasters. In some instances, a twenty-four (24) hour or less response time may be required. Bidders shall indicate on the Bid and Proposal Form the location of the facility from which they will operate during these instances.

Extension of Time: The Contractor may be granted an extension of the time stipulated in the contract under the following conditions:

1. If the work of the Contractor is delayed on account of conditions that could not *have* been foreseen or are beyond the control of the Contractor and are not the result of the Contractor's fault or negligence.
2. The Contractor shall notify the Kanawha County Planning Director or his designee promptly of any occurrence or conditions that, in the Contractor's opinion, entitles the Contractor to an extension of time. Such notice shall be submitted in writing in ample time to permit full investigation of the Contractor's claim. Failure to provide such notice shall constitute a waiver by Contractor of any claim for additional time. Except as might otherwise be provided under "Termination of Contract and Liquidated Damages" below, the decision of the Kanawha County Commission or designee on whether or not the Contractor shall be granted an extension of time, and the amount thereof, shall be final.
3. Notwithstanding any other provision of the contract to the contrary, if the Kanawha County Commission deems the same to be in the best interests of the Kanawha County Commission, for any cause or reason whatsoever, then the Kanawha County Commission may grant the Contractor such extensions of time for completion of work required under the contract as the Kanawha County Commission shall determine necessary and in the best interest of the Kanawha County Commission.

Inspection of Work and Correcting of Defects:

1. All work under the contract shall be subject to inspection, surveillance and testing by the Kanawha County Planning and Development Office at all reasonable times, both on the project area herein described and elsewhere. All such inspections shall be performed in such a manner as will not unduly delay the work.
2. Contractor warrants that the services and work to be rendered and completed in the time allowed.
3. At any time during the performance of the contract or within ninety (90) days after the issuance of the Certificate of Acceptance by the Kanawha County Commission of the work to be completed hereunder, the Kanawha County Commission may require the Contractor to remedy, by whatever means necessary, any failure by the Contractor to comply with the Contractor's obligations under this contract and, except as provided in this subsection, the Contractor shall have no obligation or liability to correct or otherwise remedy any work which is claimed to be defective in workmanship or otherwise not in conformity with the requirements of the contract.

Termination of Contract and Liquidated Damages

1. If the Contractor refuses or fails to perform this work in a workmanlike manner, to the satisfaction of the Kanawha County Commission or contrary to the terms of the agreement, or fails to work with such diligence as will insure its completion within the time specified in the contract, including extensions, if any be granted, then the Kanawha County Commission by written notice to the Contractor may terminate the Contractor's right to proceed with the work. On such termination, the Kanawha County Commission may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the Kanawha County Commission of any additional cost incurred by the Kanawha County Commission in the completion of the work and, in addition, the Contractor shall also be liable for liquidated damages for any delay in the completion of the work as is outlined in the following paragraph.
2. If the work is not completed within the time stipulated in the contract, including authorized extensions of time, then the Contractor shall pay to The Kanawha County Commission, as agreed, liquidated damages for each calendar day of unauthorized delay in completion of the work the sum of one hundred dollars (\$100.00) per day and the Contractor shall be liable to The Kanawha County Commission therefore.

Compliance with Laws:

1. The Contractor shall complete such action as is required to become fully informed of all State and National Laws and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work; or the materials used in the work, or in any way affecting the conduct of the work and the Contractor shall at all times observe and comply with and shall cause all the Contractor's agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations orders and degrees and the Contractor shall further protect and indemnify the Kanawha County Commission and its officers and agents from any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or decree, whether by the Contractor or the Contractor's employees.
2. All notices required or authorized to be given to the Kanawha County Commission by the Contractor pursuant to the contract shall be delivered by the Contractor to the Kanawha County Planning and Development, 407 Virginia Street East, Second Floor, Charleston, WV 25301.

Insurance: Contractor shall provide worker's compensation for all of the Contractor's employees. Contractor shall also provide vehicle liability coverage for all vehicles and equipment of Contractor in the total liability limits of one million dollars (\$1,000,000.00) and general liability coverage in the amount of one million dollars (\$1,000,000.00). Successful Contractor shall provide the Kanawha County Commission with certificates for the foregoing insurance coverage with the Kanawha County Commission designated as additional insured.

Consent Required for Subcontracting

The Contractor shall not subcontract or otherwise authorize any of the work required to be completed under the contract to be done or completed by subcontract or by persons other than the Contractor and the Contractor's representatives and employees unless the Kanawha County Commission shall first consent in writing to the same.

Contract Documents: The contract shall consist of the following documents:

1. These specifications
2. Any addenda or supplements to the specifications
3. Contractor's Vendor Registration
4. Worker's Compensation Certificate
5. Certificate of Insurance Coverage
6. Verification that Kanawha County taxes are current
7. List of Stockholders
8. Bid Bond

Note: The agreement for demolition services shall be for a one-year period with the option to renew for two consecutive one-year periods.

Prevailing Wages: State of West Virginia prevailing wage rates, as established by the most recent publication of those rates, are required to be paid, for all non-exempt work performed by the contractor. The Commission reserves the right to request any and all payroll records. Payment of overtime, workers compensation and any other required coverage are the exclusive responsibility of the contractor as required by local, state and/or federal laws or regulations. Certified Payrolls are to be submitted with each invoice.

Non-Prevailing Wages: The Commission has received a waiver from the Department of Labor exempting the demolition projects that receive funding from FEMA or HUD from State and Federal Prevailing Wage levels. Contracts exempt from Prevailing Wage rates must reference the Federal Exemption relevant to that particular project. However, all projects not receiving funding from FEMA or HUD are to be paid at prevailing wage rates. Certified payrolls are to be submitted with each invoice.

Contract Price: The Commission shall pay the contractor for the full and complete demolition of all identified properties based on the following unit prices:

Non-Prevailing Wage Rates \$ _____ per sq. ft.
Prevailing Wage Rates \$ _____ per sq. ft.

Rejection of Bids: The Kanawha County Commission will consider incomplete any proposal not prepared and submitted in accordance with the provisions herein outlined and may reject any or all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time & date specified will not be opened. No bidder may withdraw a proposal after the actual bid opening. The Kanawha County Commission reserves the right to reject any and/or all proposals that do not meet the specifications and to waive any informality in bidding.

Exhibit A

ARTICLE 7 - ARBITRATION

- A. If, at any time, a difference of opinion or dispute shall arise between the parties to this agreement with respect to any right or obligation arising under this agreement, the question in dispute, if it cannot be settled between the parties themselves, may be referred to arbitrators consisting of three competent and disinterested persons, one of which persons shall be selected by the Owner, one by the Contractor, and the third by the two arbitrators thus chosen by the Owner and Contractor. The party desiring that any matter be submitted to arbitration shall give written notice thereof to the other party, stating therein the specific point or points in dispute and naming the person selected by said party as an arbitrator, and it shall be the duty of the other party, within fifteen days after receiving such notice, to agree in writing to submit the dispute to arbitration and to name an arbitrator. If the party upon whom such notice is served fails to respond thereto with such fifteen day period, then such failure shall be deemed a refusal by such party to agree to submit the dispute to arbitration and civil action may be filed in the Circuit Court of Kanawha County, West Virginia, for the purpose of resolving the dispute.
- In the event such other party does agree in writing to submit to arbitration but fails to name an arbitrator, the party desiring arbitration may apply to the Judge of the Circuit Court of Kanawha County, West Virginia, to appoint such arbitrator. Likewise, in the event of the failure of the arbitrators thus named to agree upon the third arbitrator within twenty days after notification of their appointment, then the third arbitrator may be named by such Judge upon application of either party hereto, and such Judge is empowered to name such arbitrator. The arbitrators thus chosen shall give to the parties to any dispute written notice of time and place of hearing and at the time and place appointed shall proceed with the hearing, unless, for some good cause of which the arbitrators, or a majority of them, shall be the sole judge, it shall be postponed until some later date within a reasonable time. The discussion of the board of arbitrators thus constituted, or a majority of the persons composing the same, shall be made in writing and a copy thereof delivered to each of the said parties. Payment of the expenses of such arbitration, including the fees of the arbitrators, shall be as directed by the board of arbitration, or a majority thereof.
- B. If the parties hereto expressly agree to submit any dispute to arbitration as herein provided then, and in such event, the decision rendered by the arbitrators shall be binding

upon the parties and shall be specifically enforceable. If the parties do not agree, in writing, to submit such dispute to arbitration, the party requesting such arbitration may file a civil action in the Circuit Court of Kanawha County for the purpose of resolving such dispute; however, a request for arbitration shall not be a prerequisite to filing a civil action to settle any such dispute.

- C. Where the parties have submitted any question to arbitration as herein provided, the award of arbitrators shall be final and conclusive upon said parties with reference to the question so submitted and any judgment may be entered upon it in accordance with the provisions of Article 10, Chapter 55 of the Code of West Virginia, 1931, as amended.