

ELK RIVER COMMUNITY COUNCIL, INC.

1078 Main Street
Elkview, WV 25071
(304) 965-3722

Request for Proposals

Re: Supply Labor, Equipment and Materials Necessary to Upgrade the HVAC System in Certain Rooms within the Elk River Community Center.

Date: August 17, 2010

Pre-Bid: A Mandatory Pre-Bid Conference will be held on September 30, 2010, at 2:00 p.m. in Room 100 of the Elk River Community Center, 1078 Main Street, Elkview, WV 25071

Bid Opening: Bids must be received on or before October 9, 2010, at 2:00 p.m. at the Elk River Community Center, P.O. Box 993, Elkview, WV 25071 or for overnight or hand delivered proposals, at 1078 Main Street Elkview, WV 25071.

FAXED BIDS WILL NOT BE ACCEPTED.

INSTRUCTIONS TO BIDDERS:

*** **USE THIS FORM AS THE COVER SHEET FOR YOUR PROPOSAL AND COST 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. Neither faxed bids nor unsigned bids will be accepted.**
2. Proposals must be F.O.B. Elk River Community Center.
3. Bidders must schedule a time and date prior to the bid opening to inspect the project area.
4. All proposals must be signed and in ink, showing all facts and the total amount of the bid.
5. The Elk River Community Council, Inc., reserves the right to accept or reject in part or in whole any proposal submitted, whichever is in their best interest.
6. **Bid must include a 5% Bid Bond and Certification from the Commissioner of Employment Security as to the current status of vendor's Workers Compensation & Unemployment Security premiums.**

Item No.	Description	Amount
1	Supply Labor, Equipment and Materials Necessary to Upgrade the HVAC System in Certain Rooms within the Elk River Community Center.	\$

Vendor Name: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____

SPECIFICATIONS

- ITEM:** Supply Labor, Equipment and Materials Necessary to Upgrade the HVAC System in Certain Rooms within the Elk River Community Center.
- LOCATION:** ***Elk River Community and Education Center***
1078 Main Street
Elkview, WV 25071
- CONTACT:** James Huffman, President
Elk River Community Council, Inc.
P. O. Box 993
Elkview, WV 25071
(304) 965-3722
- Pre-Bid:** A Mandatory Pre-Bid Conference will be held on September 30, 2010, at 2:00 p.m. at the Elk River Community Center, 1078 Main Street, Elkview, WV, 25071
- BID OPENING:** Proposals must be received in a sealed envelope, with the date and time of the bid opening on the outside of the envelope, on or before October 9, 2010, at 2:00 p.m. at the Center, P.O. Box 993, Elkview, WV 25071. Hand delivered or overnighted bids should be sent to 1078 Main Street, Elkview, WV 25071
Faxed bids will not be accepted.

SPECIFICATIONS:

The following specifications are intended to describe generally the labor, equipment and materials needed to Upgrade the HVAC System in Certain Rooms within the Elk River Community Center. Details contained in these specifications are not designed to exclude any vendor from bidding, but are merely offered as a means of describing the needs of the Elk River Community Council, Inc. Where brand names may be used, the words "or equal" are assumed to follow. All specifications are minimum requirements:

SCOPE OF WORK:

1. Supply Labor, Equipment and Materials Necessary to Upgrade the HVAC System in Certain Rooms within the Elk River Community Center, including, but not limited to:

General Notes:

- a) Air conditioning equipment to be Carrier, Trane or equal.
- b) Outdoor condensing units for Rooms 101, 102, 103, 104, 105 & 106 to be located in an area behind the Elk River Community Center designated by the owner.
- c) All equipment to be ARI certified matched system using 410a refrigerant and minimum 13.0 SEER.
- d) Contractor to remove and replace ceiling as required to perform installation.

- e) The Elk River Community Center has tenants that engage in law enforcement activities. All work in areas occupied by such tenants must be coordinated with those tenants to ensure that the security of those areas is maintained. Access to secure areas will be limited.
- f) Any work requiring cutting through the Elk River Community Center's roof must be specifically noted in the bid documents and coordinated with Boggs Roofing, Inc..

Rooms 101, 102, 103, 104, 106

(The following is required in each room.)

- 1) Remove and dispose of existing VAV box serving this area.
- 2) Installation of new horizontal fan coil unit 2-1/2 ton capacity to match outdoor unit with auxiliary drain pan with overflow safety switch.
- 3) Installation of new 2-1/2 ton condensing unit 230volt / 1-phase, with disconnect switch, low ambient fan control and concrete pad.
- 4) Installation of refrigerant piping per manufacturers' recommendation with filter drier, sleeve through exterior wall and line set cover on outside of building.
- 5) Installation of power wiring connecting required circuits to the nearest panel with available branch circuits.
- 6) Installation of required control wiring with digital thermostat to control cooling and existing hot water reheat coil.
- 7) Installation of primary and secondary condensate piping with final termination at the nearest sanitary line inside the building.
- 8) Installation of duct transition to existing supply air duct main trunk. Increase supply air branch runs to 7" diameter and reconnect to existing slot diffusers.
- 9) Installation of return air plenum connected to (1) lay-in return air filter grille with filter.
- 10) Check, test and start-up system with owner instruction and warranty.

Room 105

Same as Rooms 101, 102, 103, 104 & 106, with the following modifications:

- 1) Install (2) return air filter grilles same as above with second grille in conference room.
- 2) Increase branch supply duct to conference room to 8" diameter and install new 2x2 lay-in supply diffuser.

Game Room

- 1) Recover refrigerant, disconnect, remove and properly dispose of the right, as standing in the Game Room, outdoor condensing unit.
 - 2) Furnish and install new condensing unit of equal capacity to existing unit.
 - 3) Make required modification to existing indoor unit on the right, as standing in the Game Room, to be compatible with new unit and refrigerant.
 - 4) Make necessary repair and/or replacement to existing indoor coil.
 - 5) Evacuate, check, test and start-up systems.
 - 6) Provide required hoisting to set and remove equipment on Community Center's roof.
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2. Prevailing wage rates are required.
 3. Manufacturer warranty to cover all materials and labor for a period of three years.
 4. Contact James Huffman, President, at (304) 965-3722 to schedule a time to visit the project area.
 5. This project is being funded by government grants flowing through the Kanawha County Regional Development Authority. As such, there may be a significant delay in receiving payment, as invoices must be processed through that agency. The Elk River Community Council, Inc. bears no responsibility for any delay the winning bidder experiences in receiving timely payments.

REQUIREMENTS:

The Contractor is responsible for all required notification and permitting requirements concerning the project. Copies of all documents are to be forwarded to the Elk River Community Council, Inc..

The Contractor shall be responsible for all damages to persons or property that may occur as a result of the Contractor's fault or negligence until the completion of the project and final acceptance by the Elk River Community Council, Inc..

Contractor hereby indemnifies, holds and saves harmless the Elk River Community Council, Inc., the Kanawha County Commission and the State of West Virginia from any and all claims for damages sustained by the Contractor during performance of this contract, and hereby indemnifies the Elk River Community Council, Inc., the Kanawha County Commission and the State of West Virginia against any claims arising from such work.

In the event the Elk River Community Council, Inc. should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor's actions associated with the activities described herein, Contractor shall reimburse the Elk River Community Council, Inc. for any and all attorney's fees associated with the defense of same and also reimburse the Elk River Community Council, Inc. for any fines, penalties and other costs paid as a result of Contractor's actions.

PREVAILING WAGE RATES

State of West Virginia Prevailing Wage Rates, as established by the most recent publication of those rates, are required to be paid, for all work performed by the Contractor. A copy of the current Prevailing Wage Rates are available at www.wvsos.com/csr (click on the services icon for the 2010 wage rates). Contractor is to submit payroll records for the period included in each invoice. 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.

All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but the Elk River Community Council, Inc. may, in its sole discretion, release any Bid and return the Bid security prior to that date. Bids shall remain in full force and effect during said period.

Bids may be modified or withdrawn with an appropriate document duly executed (in the manner that the Bid may be executed) and delivered to the place where bids are to be submitted, at any time prior to the Bid opening date.

Ten percent of the contract price shall be withheld and is to be paid in full after the Contractor has completed all work required under this Contract and the Elk River Community Council, Inc. shall have issued its Certificate of Acceptance certifying that all work as required under this Contract has been fully and satisfactorily completed and is accepted.

INSPECTION OF WORK AND CORRECTION OF DEFECTS

All work under this contract shall be subject to inspection by the Elk River Community Council, Inc., at all reasonable times. All such inspection(s) shall be performed in a manner as will not unduly delay the work.

Contractor warrants that the services and work are to be rendered and completed in a manner acceptable to the Elk River Community Council, Inc. and within the stated time. At any time during the performance of the work described or contemplated herein, or within 90-days after the issuance of a Certificate of Acceptance the Elk River Community Council, Inc. may require the Contractor to remedy, by whatever means necessary, and at no additional cost to the Elk River Community Council, Inc., any failure by the Contractor to comply with the Contractor's obligations to the Center and to those State, Federal and Local Regulatory agencies having jurisdiction over the activities associated with the scope of work defined herein or as may be amended and mutually agreed upon by both parties in the future.

DISPUTES AND ARBITRATION THEREOF

ARBITRATION

1. 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.

2. 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.
3. 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.

COMPLIANCE WITH LAWS

The Contractor shall complete such action as is required to become fully informed of all State and Federal laws and local 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. 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 decrees. The Contractor shall further protect and indemnify the Elk River Community Council, Inc., 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.

STANDARDS OF QUALITY AND CODES:

All work must conform to all rules and regulations of all governmental authorities and agencies having jurisdiction over the project, including, but not limited to:

1. Federal Occupational Safety & Health Administration Regulations (OSHA)
2. WV Department of Environmental Protection
3. WV Bureau of Public Health
4. WV State Fire Marshal
5. WV Department of Natural Resources
6. WV Department of Labor

For the Elk River Community Center's Records, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of work.

CONTRACT WORK HOURS AND SAFETY STANDARDS

The contract work hours and Safety Standards Act requires overtime pay for laborers and mechanics at a rate of one and one-half times the basic rate of pay for hours worked on covered contracts in excess of 40 hours in a workweek. This Act also requires the assessment of liquidated damages at the rate of \$10 per day for each day that each laborer and mechanic worked without payment of the required overtime compensation. The Act has no job site limitations.

EQUAL OPPORTUNITY REQUIREMENTS

Title V of the Civil Rights Act of 1964 provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color, or national origin.

Section 3 of the HUD Act of 1968, as amended, provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area and that contracts for work to be performed be awarded to business firms located in or owned in substantial part by persons residing in the project area.

Section 109 of the HUD Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity funded under Title I of the HUD Act of 1974, as amended.

Executive Order 11246, as amended, provides that no persons shall be discriminated against, on the basis of race, color, religion, sex, or national origin in any phase of employment.

Executive Order 11625 provides that grantees establish affirmative action programs for minority business enterprise utilization. Contractors are required to utilize maximum efforts to realize goals set forth in such programs.

WORKERS' COMPENSATION & UNEMPLOYMENT PREMIUMS

Contractor shall provide worker's compensation and unemployment coverage for all Contractors' employees. Written documentation that Contractor's workers compensation and unemployment premiums are current is required to be submitted by successful Contractor prior to commencement of work.

LIABILITY INSURANCE

Contractor is to provide liability insurance coverage for all vehicles and equipment of Contractor. Proof of a commercial general liability insurance policy is required to be submitted by successful Contractor. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Elk River Community Council, Inc. named as additional insured is to be submitted by successful bidder prior to commencement of work.

The following documents are to be submitted with Contractor's Bid and are considered a

part of the contract document:

1. Bid Bond for Five percent (5%) of the total project in the form of a Cashier's Check or Bid Bond
2. Copy of a current West Virginia Contractor's License
3. Signed and dated bid document

The following documents are to be submitted by the successful bidder prior to commencement of work and are considered a part of the contract document:

1. 100% Performance Bond.
2. 100% Payment Bond.
3. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Elk River Community Council, Inc. named as additional insured.
4. Name, address and telephone number of at least two references where vendor has removed an existing roof and replaced it with a new EPDM Membrane Roof System.
5. Provide satisfactory certification from Workers' Compensation and the Commissioner of Employment Security as to current status of vendor's Workers' Compensation and Unemployment Security premiums.
6. Complete and have on file "No Debt Affidavit" and Internal Revenue Service Form W-9.

Rejection of Bids: The Elk River Community Council, Inc., reserves the right to reject any and/or all bids and to waive any informalities in bidding.

Attachment A

Required Documents

Supply Labor, Equipment and Materials Necessary to Upgrade the HVAC System in Certain Rooms within the Elk River Community Center.

1078 Main Street, Elkview, WV 25071
Bids Due Friday, October 9, 2010, 2:00 p.m.

I. Documents required to be submitted with Bid:

1. 5% Bid Bond
2. Copy of a current West Virginia Contractor's License
3. Signed and dated bid document.

II. Documents to be submitted by successful bidder:

1. 100% Performance Bond.
2. 100% Payment Bond.
3. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Elk River Community Council, Inc. named as additional insured.
4. Name, address and telephone number of at least two references where vendor has removed an existing roof and replaced it with a new EPDM Membrane Roof System.
5. Provide satisfactory certification from Workers' Compensation and the Commissioner of Employment Security as to current status of vendor's Workers' Compensation and Unemployment Security premiums.
6. Vendor shall complete and submit a "No Debt Affidavit" and Internal Revenue Service Form W-9.