# KANAWHA COUNTY COMMISSION

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

# Request for Quotations

RE: Three-Year Contract, to be Renewed Annually, for the Abatement of Asbestos-Containing Materials and/or Asbestos-Containing Waste Materials from Within, On, Under, Adjacent to and/or Otherwise as May be Located Within the Metes and Bounds Description of the Land Associated with a Structure or Structures Scheduled for Demolition by the Kanawha County Commission

CONTACTS:

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Purchasing Director
Kanawha County Commission
407 Virginia Street, East, 3rd Floor
Charleston, WV 25301
(304) 357-0115

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Project Manager
Kanawha County Planning Department
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Charleston, WV 25301
(304) 357-0570

MANDATORY PRE-BID CONFERENCE: A **Mandatory** Pre-Bid Conference will be held on ***Wednesday, October 30, 2013***, at 10:00 a.m. in the Kanawha County Commission Meeting Room, located in the old Kanawha County Courthouse, 409 Virginia Street, East, First Floor (2nd door on the right), Charleston, WV 25301

BID OPENING: Bids must be received on or before ***Wednesday, November 6, 2013***, at 11:00 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, Third Floor, Charleston, WV 25301, (P.O. Box 3627, Charleston, WV 25336)

INSTRUCTIONS TO BIDDERS:

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

1. **Bids must be received in a sealed envelope with the date and time of the bid opening on the outside of the envelope. Faxed bids will not be accepted.**
2. Bid must be F.O.B. Delivery Point, unless otherwise indicated in proposal.
3. All bids should be signed and in ink, showing all facts and the total amount of the bid. Multiple bids from the same vendor are to be sealed in separate envelopes.
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 | **Prevailing Wage** |
|---|---|---|---|
| 1 | 1 Sq. Ft. | Asbestos Abatement of Floor Tile, Flooring (Including Mastic, etc.)Transite Siding, Transite Material, Drywall/ Board Covering, etc., Wall Plaster, Roof Shingles and Roofing Mastic | $_____ Per Square Foot<br>WV Contractor's License No.<br>_____ |
| **Bid Amount in Words:** _____ **Dollars Per Square Foot** | | | |

Vendor Name and Address: _____

_____ Telephone: _____

E-Mail: _____ Date: _____

Signature: _____

# KANAWHA COUNTY COMMISSION

## SPECIFICATIONS FOR AN ASBESTOS ABATEMENT CONTRACT

### COUNTY COMMISSION OF KANAWHA COUNTY
### CHARLESTON, WEST VIRGINIA

## PURPOSE OF DOCUMENT

This document defines the minimum specifications for the abatement of asbestos-containing materials and/or asbestos-containing waste materials from within, on, under, adjacent to and/or otherwise as may be located within the metes and bounds description of the land associated with a structure or structures scheduled for demolition by the Kanawha County Commission ("Commission").

The following details are not designed to exclude any vendor from bidding, but are offered as a means of describing the requirements established by the Commission for this project. Where brand names may be used, the words "or equal" are assumed to follow. All requirements in this document are intended to be the minimum acceptable requirements for the work described herein.

## TERM OF CONTRACT

The Commission contemplates entering into a contract with the successful bidder, an Asbestos Abatement Contractor ("Contractor"), for a term of twelve (12) calendar months, beginning in November 2013. Based upon the mutual consent of the Commission and the Contractor, same being reduced to writing, the Contract may be extended for an additional twelve (12) calendar months. As with the first extension, a second extension, based upon the mutual consent of the Commission and the Contractor, same being reduced to writing, may be entered into. The maximum term of the contract shall not exceed thirty-six (36) calendar months, beginning in November 2013.

## PROJECT DESCRIPTION, SCOPE AND PERFORMANCE OF WORK

This work shall consist of the complete removal of all previously identified and yet-to-be-identified asbestos-containing materials and/or asbestos contaminated waste materials for various Structure(s) to be identified for Structure(s) described in the Asbestos Project Design document together with any additional asbestos-containing materials that may be identified by the Asbestos Abatement Contractor or the Commission's Agent ("Project Manager") during the course of the asbestos abatement, and any asbestos-containing materials and/or asbestos-containing waste materials that may be discovered during the subsequent demolition of the structure. The work shall include the disposal of asbestos-containing materials and/or asbestos-containing waste materials in the manner and subject to the terms and conditions hereinafter described. In the event there should arise a conflict between the contents and/or intent of this document and the applicable requirements of state, federal, and local rules and regulations, the latter shall prevail. The Kanawha County Commission is not the property owner, but has jurisdiction to demolish the identified structures based on Kanawha County Commission Ordinance.

## ASBESTOS ABATEMENT WORK PRIOR TO DEMOLITION

For the purposes of this Scope of Work, asbestos abatement work prior to demolition is defined as any asbestos abatement activity which takes place prior to the demolition of a structure, or during the demolition of a structure provided the Contractor is still on-site and either actively conducting asbestos abatement work or still mobilized (has both the necessary equipment, supplies, and personnel) on-site and is thus capable of conducting asbestos abatement work.

## SCOPE OF WORK

The work to be completed hereunder includes the furnishing of all supervision, labor, materials, machinery, tools, supplies, equipment, services and appurtenances, including all utilities and transportation necessary for the complete and satisfactory abatement of all the asbestos-containing materials that may be located in and/or on the Structures as well as all asbestos-containing waste materials which may be discovered during the subsequent demolition of the Structures.

The Contractor shall, during the course of the abatement of the asbestos-containing materials described in the Asbestos Project Design, remove, segregate, and properly dispose of any asbestos-containing materials either previously verified to contain asbestos at a concentration of greater than one percent (1%) by weight, or previously unidentified asbestos-containing materials either verified or assumed by the Project Manager to contain asbestos at a concentration of greater than one percent (1%) by weight. In the context of this document, the word "verified" shall mean that the suspect asbestos-containing material has been properly sampled under the supervision of the Project Manager and analyzed by a laboratory licensed by the WV Bureau for Public Health.

The Contractor shall remove, segregate and dispose of all asbestos-containing waste materials which may be discovered during the subsequent demolition of the Structure. The Contractor shall take all appropriate precautions to protect all property (streets, sidewalks, utilities, utility meters, mains, etc.) from damage by the Contractor's employees and/or the Contractor's equipment. Contractor is to move any necessary debris located within the structure to another location within the structure

All identified asbestos-containing materials and/or asbestos-containing waste materials abated and removed from the project area shall be properly bagged and labeled by the Contractor prior to being transported by the Contractor or the Contractor's agent or subcontractor to a properly licensed landfill. In the event the contractor suspects methamphetamine has been produced in a structure, contractor is to **immediately** notify the project manager.

All containers placed upon the Project Area by the Contractor, or the Contractor's subcontractor, for the purpose of storing and/or transporting asbestos-containing materials and/or asbestos-containing waste materials to the licensed asbestos landfill shall, if open topped, are to be covered with a tarpaulin when not being loaded. Any access doors and/or covers that may be attached thereto shall be secured during those times the Contractor is not actively engaged in the activities defined herein.

The Contractor shall be responsible for insuring that each container containing asbestos-containing materials and/or asbestos-containing waste materials, prior to leaving the Project Area, is properly secured in order to minimize the loss of the container's contents during transportation to the disposal site.

Copies of all waste manifest and waste disposal fee payments shall be supplied to the Commission at the time the Contractor submits the request for payment for services rendered under this Scope of Work. All waste disposal fees are to be paid by the Contractor.

During the process of the abatement of the asbestos-containing materials and/or asbestos containing waste materials from within and/or on the Structure, the Contractor shall secure all openings to the structure

through which an unauthorized person or persons could gain access. Upon the completion of the asbestos abatement work on a structure, and its acceptance by the Commission, the Contractor will no longer be responsible for securing the structure against access by an unauthorized person or persons.
The Contractor shall keep the Project Area and public rights-of-way reasonably clear at all times and upon completion of the asbestos abatement 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.

The Contractor shall leave the Project Area clean and free of any and all asbestos-containing materials and/or asbestos-containing waste material at the conclusion of the abatement of the Facility.

Prior to the dismantling of a containment area structure, the Contractor shall conduct clearances of the contained work area as if it were going to be re-occupied.

The Contractor shall be responsible for obtaining all necessary licenses and permits, the filing of the Notification of Abatement, Demolition or Renovation, including FORM A-MULTIPLE STRUCTURES, with the appropriate regulatory agencies, and the payment of any and all fees that may be associated therewith. The Contractor will be responsible for asbestos abatement notification fees. The Contractor shall submit a copy of all waste manifests to the Kanawha County Commission Planning & Community Development Office with the request for payment.

Trash burning on the Project Area is not allowed and none of the material required to be removed from the Project Area under this contract shall be burned, buried on the Project Area, or deposited or placed in any location other than an approved and properly licensed landfill.

## INDEMNIFICATION AND CARE OF WORK

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, or the fault or negligence of a Sub-Contractor hired by the Contractor in connection with the proper care and protection of all work performed until its completion and final acceptance by the Commission.

Contractor hereby indemnifies, holds and saves harmless the Commission, the County of Kanawha, the State of West Virginia, and the Federal Government free from any and all claims for damages sustained by the Contractor and/or the Contractor's Sub-Contractor(s) during the performance of this contract, and hereby indemnifies the Commission, the County of Kanawha, the State of West Virginia, and the Federal Government against any claims arising from such work.

In the event the Commission should be cited for a violation of any applicable State, Federal or Local Law, rule or regulation as a result of the Contractor's or the Contractor's Sub-Contractor(s) actions associated with the activities described herein, the Contractor shall reimburse the Commission for all attorney's fees associated with the defense of same, and also reimburse the Commission for any fines, penalties and other costs paid as a result of the Contractor's actions.

## PROJECT MANAGER

The Commission shall assign to the Project Area a Project Manager. The Project Manager will monitor the work of the Contractor and the Contractor's Subcontractor(s) in order to ensure that the objectives of the Scope of Work herein defined are conducted in such a fashion so as not to compromise human health and the environment.

The Project Manager shall be vested by and shall have the authority to cause the Contractor and/or the Contractor's Subcontractor(s) to cease all activities in the event the activities of the Contractor are not being conducted in accordance with the contents and intent of the scope of work as described herein. The Project

Manager shall have the authority to approve the Contractor's and/or the Contractor's Subcontractor(s) resumption of the activities defined herein once the issue which caused the cessation of the activity has been resolved to the satisfaction of the Project Monitor.

Any work performed by the Project Manager, acting on behalf of the Commission, which may be similar or identical in nature to work required to be performed by the Contractor or the Contractor's Subcontractor(s) under any applicable State, Federal, and Local rules and regulations shall not excuse the Contractor or the Contractor's Subcontractor from meeting the requirements of the applicable rule(s) or regulation(s).

## PREVAILING WAGE RATES

State of West Virginia Prevailing Wages must be paid to **all** personnel involved in the asbestos abatement project including those working on site and those transporting equipment to and from the project site, and removing asbestos containing materials and any other debris from the project site. Certified payrolls are to be submitted to the Kanawha County Commission Planning Department on a weekly basis. Payment of worker's compensation, overtime and any other required coverage, are the exclusive responsibility of the Contractor and/or Subcontractors as required by Local, State, and/or Federal Laws or Regulations, when applicable.

## CONTRACT PRICE

The Commission shall pay the Contractor for the full and complete abatement of all asbestos-containing materials and asbestos-containing waste materials to be removed in accordance with the quantities identified in the Asbestos Project Design provided and based on the following unit prices:

| | | **Prevailing Wage Rates** |
|---|---|---|
| 1. | Floor Tile, Flooring (Including Mastic, etc.), Transite Siding, Transite Materials, Drywall/ Board Covering, etc.,Wall Plaster, Roof Shingles and Roofing Mastic | $_____ per sq. ft. |

***Preparation of the Project Design and all notification expenses are to be included in the bid price. Pricing for any asbestos-containing material identified as pipe-wrap, will be agreed to on an as-needed basis. Linear feet are to be converted to square feet.***

***Burned structures that cannot be inspected for asbestos will be removed by the demolition contractor and will be paid on a square footage basis per the asbestos abatement rate.***

The square footage will be calculated based on the amount of asbestos containing material identified in the Asbestos Abatement Plan prepared by the ***asbestos abatement contractor***.

The point-count method is to be used when applicable.

The total amount of asbestos containing materials to be abated is to be agreed upon in writing by the Commission and the Contractor prior to the commencement of any abatement work. The Contract price shall be payable and paid-in-full after the Contractor has completed all asbestos abatement work on the Structure and the Commission shall have issued its Certificate of Acceptance certifying that all work has been fully and satisfactorily completed.

## *PAYMENT*

***Invoices will be processed for payment upon receipt. Pursuant to WV Code §7-5-7, a check shall be issued within sixty (60) days upon receipt of a legitimate uncontested invoice. Invoices are to reflect the agreed upon square footage rate which is to be all inclusive. Invoices are not to include additional expenses such as supplies, materials, travel time, mileage, truck fees, environmental fees or any other incidental charges. All expenses are to be included in the bid amount.***

## BID BOND

Bid Bond: An insurance agreement in which a third party agrees to be liable to pay five percent of the total bid amount in the event a selected bidder fails to accept the contract as a bid. A *"bid guarantee"* shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Five percent (5%) bid bond based on a structure with 800 square feet of asbestos containing floor tile, and 1,800 square feet of asbestos containing transite siding at prevailing wage rates is required to be submitted with the bid documents. The bid bond will be accepted in the form of a bid bond or cashier's check.

## PERFORMANCE AND PAYMENT BONDS

Performance Bond: An insurance agreement in which a valid surety agrees to be liable to pay 100 percent of the contract price in the event the contractor fails to perform a contract as bid. A *"performance bond"* is one executed in connection with a contract to secure fulfillment of all contractor's obligations under such contract.

A blanket one hundred percent (100%) Performance Bond (AIA Document A312) for $50,000 for the asbestos abatement work performed for the first year is required to be submitted to the Commission by the successful bidder prior to the Contractor entering the Project Area to begin preparation to conduct any of the activities necessary for the commencement of any activity necessary to allow the asbestos abatement work to begin. Should the amount of work during the fiscal year exceed $50,000, an increase rider will be required.

Payment Bond: A valid bond submitted by the apparent successful contractor for 100 percent of the contract price to ensure payment of labor and materials purchased or contracted for on behalf of the grantee in a construction project. A *"payment bond"* is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

A blanket one hundred percent (100%) Payment Bond (AIA Document A312) for $50,000 for the asbestos abatement work performed during the first year is required to be submitted to the Commission by the successful bidder prior to the Contractor entering the Project Area to begin preparation to conduct any of the activities necessary for the commencement of any activity necessary to allow the asbestos abatement work to begin. Should the amount of work during the fiscal year exceed $50,000, an increase rider will be required.

## COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence performance of this project within ten (10) calendar days after the Commission has delivered the Contractor a written Notice to Proceed and a Purchase Order. In no event shall the Contractor be prevented from commencing work under this contractor for more than ten (10)

calendar days after the date of this Contract unless a later commencement date is mutually agreed upon by the parties in writing.

The Contractor will complete all work required under this contract within forty-five (45) days after the date fixed for commencement of the work is provided.

## EXTENSION OF TIME

An extension of time stipulated for completion of the work will be made when the work of the Contractor is delayed due to conditions that could not have been foreseen or are beyond the control of the Contractor and/or the Contractor's Subcontractor(s) and are not the result of the Contractor's and/or Contractor's Subcontractor(s) fault or negligence.

The Contractor shall notify the Commission's Project Manager promptly of any occurrence or conditions that, in the Contractor's opinion, entitles Contractor to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit a full investigation of the Contractor's claim for additional time. Except as might otherwise be provided under paragraph number 3 below, the decision of the Commission on whether or not Contractor shall be granted an extension of time and the amount thereof, shall be final.

Notwithstanding any other provision, the Commission deems the same to be in the best interest of the Commission, for any cause or reason whatsoever, then the Commission may grant the Contractor such extension or extensions of time for completion of work required as the Commission shall determine necessary and which is in the best interest of the Commission.

## INSPECTION OF WORK AND CORRECTION OF DEFICITS

1. All work under this contract shall be subject to inspection, surveillance, and testing by the Commission at all reasonable times, both within the Project Area herein described and elsewhere. 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 Commission 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 by the Commission, the Commission may require the contractor to remedy, by whatever means necessary, and at no additional cost to the Commission, any failure by the Contractor to comply with the Contractor's obligations to the Commission 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 to by both parties in the future.

## DISPUTES AND ARBITRATION THEREOF

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.

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.

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 on 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.

## TERMINATION OF CONTRACT AND LIQUIDATED DAMAGES

If the Contractor refuses or fails to perform this work with such diligence as will insure its completion within the time specified, including extensions, if any are granted, then the Commission, by 30-day written notice to the Contractor, may terminate the Contractor's right to proceed with the work and this contract shall be terminated for any and all future work. On such termination the Commission may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the Commission for any additional costs incurred by the Commission in the completion of the work. In addition, the Contractor shall also be liable for liquidated damages for any delay in the completion of the work as is provided in paragraph 2 immediately following.

If the work is not completed within the stipulated time, including authorized extensions, the Contractor shall pay to the Commission, as agreed, including liquidated damages (it being impossible to determine the actual damages occasioned by the delay), for each calendar day of unauthorized delay in completion of the work the sum of twenty-five dollars per day ($25.00 per day); and the Contractor shall be liable to the Commission thereof.

## 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 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 decrees and the Contractor shall further protect and indemnify the 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, the Contractor's employees, a Subcontractor or the Subcontractor's employees.

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

All notices required or authorized to be given to the Commission by the Contractor pursuant to this contract, shall be delivered by the Contractor to the Planning Director, Kanawha County Planning Department, 407 Virginia Street, East, Second Floor, Charleston, WV 25301.

## 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 (DEP)
3. WV Bureau of Public Health
4. WV State Fire Marshall
5. WV Department of Natural Resources
6. West Virginia Division of Highways (DOH)

For the Owner's Record, 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.

**The Following Applicable Rules and Regulations Are to Be Followed by All Contractor Personnel and Sub-Contractor Personnel for the Duration of the Project:**

Federal Highway Administration-Department of Transportation
49 CFR Parts 171 through 180
US Department of Labor-Occupational Safety and Health Administration
29 CFR 1910
29 CFR 1926
US Environmental Protection Agency
40 CFR 61, Subpart M
40 CFR 261
40 CFR 763, Subpart E
West Virginia Division of Environmental Protection-WV Legislative Rules
33CSR1
45CSR15
45CSR17
West Virginia Department of Health and Human Resources-Bureau for Public Health
64CSR63

## SUBCONTRACTING

The Contractor shall not subcontract or otherwise authorize any of the asbestos abatement work required to be completed under the Scope of Work herein defined, or as may be amended by mutual agreement between the Commission and the Contractor, to any subcontractor or by persons other than the Contractor and Contractor's employees. The exceptions to this requirement are as follows:

The onsite hook up and maintenance of any and all utilities necessary for the Contractor to conduct the activities required of it under the Scope of Work.

The delivery to, placement at, and removal from the Project Area of the empty and full containers to be used to receive and transport the asbestos-containing materials and/or the asbestos-containing waste materials from the Project Area to the approved and licensed disposal site.

## 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.

## COPELAND ACT ("ANTI-KICKBACK" ACT)

The Copeland Act ("Anti-Kickback" Act) makes it a crime for anyone to require any laborer or mechanic employed on a Federal or Federally assisted project to "kickback" any part of their wages. The act also requires every Contractor and Subcontractor to submit weekly payroll reports that includes a "Statement of Compliance". The act also regulates payroll deductions from wages.

## 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 for 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 person shall be discriminated against, on the basis of race, color, 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 for in such programs.

## INSURANCE REQUIREMENTS

**Workers Compensation Premiums**
Contractor shall provide worker's compensation coverage for all Contractor's employees. Written proof that Contractor's workers compensation premiums are current is required to be submitted by successful bidder.

**Liability Insurance - Contractor**
Contractor is to provide liability coverage for all vehicles and equipment of Contractor with total limits of one million dollars ($1,000,000.00) per occurrence with the Kanawha County Commission named as additional insured. Prior to commencement of the project, proof of a minimum one million dollar ($1,000,000.00) per occurrence, commercial general liability insurance policy is to be submitted by the successful bidder.

**Liability Insurance - Subcontractors**
Any Subcontractor employed by the Contractor to provide those services allowed by the Commission to be subcontracted by the Contractor, will comply with the Workers' Compensation Premium and Liability Insurance – "Contractor" requirements as described in this section. In addition, the Subcontractor's real estate and personal property taxes due and payable to Kanawha County must be current.

Prior to any Subcontractor of the Contractor entering into the Project Area to provide services to the Contractor relevant to the Scope of Work, the Contractor will obtain and submit to the Commission written proof that the Subcontractor's workers' compensation coverage is current, and the Subcontractor's liability insurance is in place, and the real estate and personal property tax payments above referenced are not in arrears.

## DOCUMENTS TO BE SUBMITTED AS PART OF THE BID PACKAGE

1. Cover sheet with the total bid amount in words and in numbers, which is to be signed and dated by the contractor submitting the bid, and is to include the WV Contractor's License Number

2. Five percent (5%) bid bond based on a structure with 800 square feet of asbestos containing floor tile, and 1,800 square feet of asbestos containing transite siding at prevailing wage rates. The bid bond will be accepted in the form of a bid bond or cashier's check.

## DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL BIDDER

**The following documents are to be submitted by the successful bidder prior to the execution of the Contract:**

1. Proof of Workers' Compensation and liability insurance coverage with the Kanawha County Commission named as additional insured as stated above.

2. **A blanket 100% Performance Bond in the amount of $50,000**

3. **A blanket 100% Payment Bond in the amount of $50,000**

4. Copy of a current Asbestos Abatement Contractor's License

5. Copy of Current Asbestos Abatement Supervisor's License and current training certificates for each supervisor to be working on the Projects

6. Copy of Current Asbestos Abatement Worker's License and current training certificates for each asbestos worker to be working on the Projects

7. Kanawha County Commission Vendor Registration and Disclosure Statement, "No Debt Affidavit" and IRS Form W-9 must be on file or completed prior to execution of a contract

## SELECTION OF BIDS

1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with Successful Bidder, and the right to discard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder Owner believes would not be in the best interest of the Project to make an award to that Bidder. Discrepancies between the unit price, total price and total bid will be resolved in favor of the unit price. The Kanawha County Commission reserves the right to reject any and/or all bids and to waive any informality in bidding.

2. 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 evidence to establish the responsibility, qualifications and financial ability of the Bidder. 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 complete the Work contemplated therein.

3. If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates that the award will be in the best interest of the Projects.

4. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award Contract within ninety (90) days from the day of the Bid opening.

5. The party to whom the Contract is to be awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond and Workers Compensation and Insurance Certificates and Licenses within ten (10) calendar days from the date the Notice of Award is delivered to Successful Bidder.

6. ***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.***