Kanawha County 4-H Foundation

1400 Camp Virgil Tate Road
Charleston, WV 25312
(304) 982-3311

Request for Quotations

Re: Fill & Repair the Drain Outflow to the Poca River Located at Camp Virgil Tate

Date: April 30, 2013

Fiscal Year: 2012-13

Bid Opening: **Bids must be received on or before Tuesday, May 14, 2013, at 11:15 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, East, Third Floor, Room 229, Charleston, WV 25301 (P.O. Box 3627, Charleston, WV 25336)**

INSTRUCTIONS TO VENDORS:

***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 bids are due on the outside of the envelope. Faxed or e-mailed 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.
4. The Kanawha County 4-H Foundation reserves the right to accept or reject in part or in whole any bid submitted, whichever is in the best interest of the Kanawha County 4-H Foundation.

ITEM	DESCRIPTION	BID AMOUNT
1	Fill & Repair the Drain Outflow to the Poca River Located at Camp Virgil Tate per the Attached Specifications	$_____

Vendor Name: _____

Address: _____

Telephone: _____ Signature: _____

WV Contractors License #: _____ E-Mail Address: _____

ATTENTION VENDORS

Have you registered for the Kanawha County Commission Automatic Vendor E-Mail Notification System for bid specifications? Register by visiting our website @ www.kanawha.us/purchasing/rfpalerts.

Kanawha County 4-H Foundation

REQUEST FOR QUOTATIONS

ITEM: Fill & Repair the Drain Outflow to the Poca River Located at Camp Virgil Tate

LOCATION: Camp Virgil Tate
1400 Camp Virgil Tate Road
Charleston, WV 25312

CONTACT:

<u>Bid Submission Inquiries</u>
Jerie Whitehead
Purchasing Director
Kanawha County Commission
407 Virginia St., East
P.O. Box 3627
Charleston, WV 25336
Telephone (304) 357-0115

<u>All Other Inquiries</u>
Justin Lynch
Manager
Camp Virgil Tate
Rt. 4, Box 141-B
Charleston, WV 25312
Telephone (304) 984-3311

BID DUE DATE: **Bids must be received in a sealed envelope, with the date and time the bids are due on the outside of the envelope, on or before Tuesday, May 14, 2013, at 11:15 a.m., in the Kanawha County Commission Purchasing Office, 407 Virginia Street, East, Third Floor, Room 229, Charleston, West Virginia 25301 (P.O. Box 3627, Charleston, WV 25336).** ***Faxed or e-mailed bids will <u>not</u> be accepted.***

The following specifications are intended to describe the needs of the Kanawha County 4-H Foundation to fill & repair the drain outflow to the Poca River located at Camp Virgil Tate and the details contained in these specifications are not designed to exclude any vendor from bidding, but are offered as a means of describing the needs of the Kanawha County 4-H Foundation. Where brand names may be used, the words "or equal" are assumed to follow.

1. Demolish existing pool concrete decking and actual pool structure to use as fill in the newly formed erosion hole at the Camp's main storm drain outflow into the Pocatalico River.

2. Approximate size of hole to be filled with pool concrete: 200' long X 25' wide X 20' deep

3. Grade and rip-rap filled outflow area

4. Replace existing drain pipe from current endpoint to first catch basin in recreational field *(Approximately 250 linear feet)*

5. Asbestos inspections and abatement (if required) are the responsibility of the owner.

6. To schedule a time to visit the site, please contact Justin Lynch, Camp Virgil Tate Manager, at (304) 984-3311.

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 Kanawha County 4-H Foundation.

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 Kanawha County 4-H Foundation.

Contractor hereby indemnifies, holds and saves harmless the Kanawha County 4-H Foundation, the Kanawha County Commission, the State of West Virginia and the Federal Government free from any and all claims for damages sustained by the Contractor during performance of this contract, and hereby indemnifies the Kanawha County 4-H Foundation, the Kanawha County Commission, the State of West Virginia and the Federal Government against any claims arising from such work.

In the event the Kanawha County 4-H Foundation and/or the Kanawha County 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 actions associated with the activities described herein, Contractor shall reimburse the Kanawha County 4-H Foundation and/or the Kanawha County Commission for all attorney's fees associated with the defense of same and also reimburse the Kanawha County 4-H Foundation and/or the Kanawha County Commission 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 2013 wage rates). Contractor is to submit certified payroll records for the period included with 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. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours Standard At, and the Davis Bacon Act. Bidders must also comply with the requirements for Affirmative Action and Minority Business Enterprise.

Five 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 Kanawha County Commission 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 Kanawha County 4-H Foundation, the Kanawha County Commission Planning Office, the West Virginia State Fire Marshal 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 Kanawha County 4-H Foundation 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 Kanawha County 4-H Foundation may require the Contractor to remedy, by whatever means necessary, and at no additional cost to the Foundation, any failure by the Contractor to comply with the Contractor's obligations to the Foundation 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

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.

LIQUIDATED DAMAGES

Contractor will be charged $50 per day in liquidated damages for each day the agreed upon completion date is exceeded. The Kanawha County 4-H Foundation and the Contractor will agree upon the completion date prior to the commencement of work. Liquidated damages do not apply to delays caused by circumstances beyond the Contractor's control.

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 Kanawha County 4-H Foundation and the Kanawha County Commission 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 Marshall
5. WV Department of Natural Resources
6. WV Department of Labor
7. Kanawha County Commission Planning Department

For the Owner's Record, Contractor is to 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

Work is required to be performed without disrupting the public's business. 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 PREMIUMS

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

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 prior to the issuance of the Contract. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Kanawha County 4-H Foundation named as additional insured is to be submitted by successful bidder prior to the issuance of the Contract.

The following documents are to be submitted with Contractor's Bid document:

1. Bid Bond in the amount of Five percent (5%) of the total bid amount. Bid Bond is to be in the form of a Cashier's Check or Bid Bond Document.

2. 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.

3. 100% Payment Bond.

4. Copy of a current West Virginia Contractor's License

5. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Kanawha County 4-H Foundation named as additional insured.

6. Name, address and telephone number of three commercial references where contractor has performed similar work.

7. Provide satisfactory certification from Workers' Compensation as to current status of contractor's Workers' Compensation premiums.

8. Complete and have on file with the Kanawha County Commission a Vendor Registration Form, "No Debt Affidavit" and Internal Revenue Service Form W-9.

TERMS & CONDITIONS:

1. No bid shall be withdrawn for a period of ninety days after the time of the bid opening without the consent of the owner.

2. Rejection of Bids: The Kanawha County 4-H Foundation reserves the right to reject any and/or all bids, in whole or in part, and to waive any informality in bidding. Once bids are unsealed, all bid documents become public record.

3. Change Orders: Any and all additions to the scope of work (Change Orders) must be approved by the Kanawha County 4-H Foundation **prior to the work being performed.** The Kanawha County 4-H Foundation will not guarantee payment for work performed outside of the scope of the proposal without prior approval from the board of directors.

4. Real Estate and Personal Property Taxes: "No bid will be accepted or opened on any County contract if the vendor is listed on the last published list of delinquent real or personal property taxes in Kanawha County; however, the Commission will accept bids by vendors who provide satisfactory proof of payment of current taxes or a certification from the Sheriff that "no taxes are due prior to submission of said bid."