

**KANAWHA COUNTY COMMISSION
407 VIRGINIA STREET, EAST
CHARLESTON, WEST VIRGINIA 25301
(304) 357-0115**

Request for Proposals

Re: Restore the Existing Windows in the Kanawha County Courthouse Building

Date: January 12, 2011

**MANDATORY
PRE-BID:**

A Mandatory Pre-Bid Conference will be held on Tuesday, January 25, 2011, at 10:00 a.m. in the Kanawha County Commission Courtroom located in the Kanawha County Courthouse, 409 Virginia Street, East, First Floor, Charleston, WV 25301.

**PROPOSAL
DUE DATE:**

Proposals must be received on or before Tuesday, February 8, 2011, at 11:30 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 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 proposals will not be accepted.
2. Proposal must be F.O.B. Delivery Point, unless otherwise indicated in proposal.
4. All proposals should be signed and in ink, showing all facts and the total amount of the proposal.
5. The County 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	DESCRIPTION	BASE BID	CAP FOR MATERIAL PRICE INCREASES	ALTERNATE #1 ADD TO PERFORM WORK AFTER HOURS
1	Restore the Existing Windows on the Virginia Street Side of the Kanawha County Courthouse Building Located at 409 Virginia Street, East, Charleston, WV	\$ _____	_____ %	\$ _____
2	Restore the Existing Windows on the Kanawha Boulevard Side of the Kanawha County Courthouse Building Located at 409 Virginia Street, East, Charleston, WV	\$ _____	_____ %	\$ _____
3	Restore the Existing Windows on the Goshorn Street Side of the Kanawha County Courthouse Building Located at 409 Virginia Street, East, Charleston, WV	\$ _____	_____ %	\$ _____
4	Restore the Existing Windows on the Court Street Side of the Kanawha County Courthouse Building Located at 409 Virginia Street, East, Charleston, WV	\$ _____	_____ %	\$ _____

Alternate #1 – Add to Perform Work after Courthouse Business Hours

Vendor Name: _____ WV Contractor's License # _____

Address: _____

Telephone: _____ E-Mail Address: _____

Signature: _____ Date: _____

REQUEST FOR PROPOSALS
COUNTY COMMISSION OF KANAWHA COUNTY
CHARLESTON, WEST VIRGINIA

ITEM: Restore Existing Windows for the Kanawha County Courthouse Building

LOCATION: Kanawha County Commission
Kanawha County Courthouse
409 Virginia Street, East
Charleston, WV 25301

CONTACT:	Jerie Whitehead Purchasing Director Kanawha County Commission 407 Virginia Street, East P.O. Box 3627 Charleston, WV 25301 Telephone (304) 357-0115	Steve Neddo Maintenance Supervisor Kanawha County Commission 407 Virginia Street, East Charleston, WV 25301 Telephone (304) 357-0103
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MANDATORY PRE-BID: A Mandatory Pre-Bid Conference will be held on Tuesday, January 25, 2011, at 10:00 a.m. in the Kanawha County Commission Courtroom located in the Kanawha County Courthouse, 409 Virginia Street, East, First Floor, Charleston, WV 25301.

PROPOSAL: DUE DATE: Proposals must be received in a sealed envelope, with the date and time the proposals are due on the outside of the envelope, on or before Tuesday, February 8, 2011, at 11:30 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 proposals will not be accepted.*

The following Request for Proposals is intended to describe the need to restore the existing windows in the Kanawha County Courthouse and the details contained in this Request for Proposals are not designed to exclude any vendor from bidding, but are offered as a means of describing the needs of the Kanawha County Commission. Where brand names may be used, the words "or equal" are assumed to follow.

1. Restore the existing windows in the Kanawha County Courthouse Building located at 409 Virginia Street, East, Charleston, WV 25301, which is to include, but is not limited to the following:
 - A. The Kanawha County Courthouse is listed on the National Register of Historical Places. Proposals must be approved by the Kanawha County Commission, the West Virginia State Historic Preservation Office, and the U.S. Department of Energy prior to the commencement of work. All work must be in compliance with 36 CFR Part 800 – Protection of Historic Properties (incorporating amendments effective August 5, 2004). A copy is attached as Attachment #1. All work must also be in compliance with The Secretary of the Interior's Standards for Rehabilitation. A copy is attached as Attachment #2. In addition, Preservation Brief 9, the Repair of Historic Wooden Windows, from the National Park Service is attached as Attachment #3; Preservation Brief 16, the Use of Substitute Materials on Historic Building Exteriors, from the National Park Service is attached as Attachment #4; and Wood Window Restoration Section 06250 is attached as Attachment #5.
 - B. Standard brickmold is to be a wood which meets the Secretary of Interior's Standards and most closely resembles the existing wood.

- C. The restored windows are to be "re-glazable" (the glass can be replaced by a local glass company if necessary).
- D. The existing glazing needs to be removed from windows rails, stiles & mutin bars and the window units must be adapted to insulated glass units matching the existing windows in the record room.
- E. The restored windows shall be treated to resist insect infestations, mold growth and moisture. The exterior finish shall be an applied primer and paint with a minimum ten-year warranty (warranty terms are to be provided with the bid documents). Interior finishes shall match existing finishes.
- F. All exterior trim and sills shall match existing styled, materials and profiles and shall be finished with the same paint finish as the existing windows.
- G. Interior trims and finishes shall match existing styles, profiles, color, materials, etc.
- H. Restored windows are to be in compliance with the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Energy Efficiency attached as Attachment #6, Building Exterior Windows attached as Attachment #7, and Building Exterior Wood attached as Attachment #8.
- I. There are **approximately** 350 to 400 windows of various sizes in the Courthouse. Vendors are responsible for calculating the exact number of windows (some are only visible from the exterior of the building). Vendors are also responsible for all measurements. No change orders will be issued for additional windows or measurement miscalculations. To schedule a time to come in to identify and measure all windows, please contact Steve Neddo at 304-941-2145.
- J. Interior architectural woodwork includes wood furring, blocking, shims and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.
- K. After restoration of the new window, the ceiling grid shall be adjusted so as to allow a one-half inch air space between the ceiling grid channel and the wood transom rail.
- L. All exterior trim and sills shall match existing styled, material and profiles and shall be finished with the same paint finish as the existing windows.
- M. Interior trims and finishes shall match existing styles, profiles, color, material, etc.
- N. All windows may not be restored. Proposals are also being solicited for replacing some or all of the windows.
- O. Fabricator qualifications include shops that employ skilled workers who custom fabricate the products required for this project. Products are to have a record of successful in-service performance and the production capacity to adhere to the defined timeline. The \$600,000 energy efficiency grant, which has been approved for phase I, expires on August 27, 2012.
- P. Qualified woodworking craftsmen are to be engaged to assume responsibility for production of interior and exterior architectural woodwork with capabilities

to reproduce and match existing original moldings in the same species of wood.

- Q. **Alternate #1** – Provide a quote for work performed after business-hours. This amount will be in addition to the base bid.
- R. The results of the Lead Testing and Limited Asbestos Bulk Sample Survey performed on January 25, 2010, by Pinnacle Environmental Consultants, Inc., dated February 8, 2010 and February 9, 2010, are attached as Attachments #9 and #10.
- S. Each phase of the project will be placed under contract as funding becomes available.
- T. The Kanawha County Commission is tax exempt. The Tax Exempt Number is 55-6000335-001.
- U. Any and all additions to the scope of work (change orders) to the proposals must be approved by the Kanawha County Commission **prior to the work being performed**. The Kanawha County Commission will not guarantee payment for work performed outside of the scope of the proposal without prior approval from the Commission.
- V. The current Davis Bacon Wage Rates are available at <http://www.wdol.gov/wdol/scafiles/davisbacon/wv2.dvb>
- W. The window sills are wood, with the exception of the Commission Offices, which are marble. The Contractor is to repair or replace any window sills that are currently broken or may become damaged during the window restoration.
- X. Windows with existing utility fixtures will be addressed by the owner prior to the restoration of the window. Contractor is to notify the owner a minimum of three (3) weeks before each fixture is to be moved.
- Y. Only a contractor (or subcontractor), licensed and certified to remove and dispose of lead paint materials, will be responsible for the removal and disposal of all lead paint materials on this project. Training and certification is required for all contractor and subcontractor employees. The Asbestos testing conducted by Pinnacle Environmental revealed no asbestos-containing materials. However, if any asbestos-containing materials are suspected during the course of this project, the contractor is to immediately notify the owner and testing will be scheduled and any subsequent removal will be performed at the owner's expense.
- Z. The tower windows are to be included in this project. The contractor is to confirm all window sizes and locations. It has been determined that some of the windows have had drywall installed behind them and cannot be seen from the interior of the building. It is the responsibility of the contractor to be sure an exact count is determined prior to the submission of its bid. **No change orders will be issued for windows not included in the original bid.**
- AA. Short-term onsite storage will be made available to the contractor. Contractor is responsible for providing a dumpster.
- BB. Should this work be performed after business hours, two (2) night shifts are

acceptable. Areas must be clean and ready for County employees before 8:00 a.m. each morning. The Courthouse hours are Monday, Tuesday, Wednesday and Friday from 8:00 a.m. to 5:00 p.m. and 8:00 a.m. to 7:00 p.m. on Thursdays.

CC. Contractor will be responsible for removing the interior storm panels located throughout the Courthouse.

DD. All existing window blinds, furniture, plants and personal items will be removed by the owner as the contractor progresses. Contractor must keep the owner informed of their progress and where they will be working to allow staff time to remove items prior to the day the work is to begin.

EE. Any structural issues that may arise will be addressed by a structural engineer contracted by the owner.

FF. Elevation drawings are not available.

GG. Based on the results of the three contracts currently out for bid, one or more contracts may be issued for all phases of the project. Increases for material costs are to be capped and disclosed on the bid page. Increases for prevailing wage rates will be negotiated prior to the execution of the contracts for each phase.

HH. The Kanawha County Commission will prepare and issue the Contract Documents.

II. The City of Charleston does not require a Building Permit; however, the County Commission typically requests a Building Permit as a courtesy to the City. There will be no charge to the contractor.

JJ. B&O Taxes are required to be paid to the City of Charleston by the contractor.

KK. Federal Stimulus Funding has been approved for this project. Documentation requirements will be discussed with the successful bidder. There is no allowance for preparation costs (if any are incurred).

LL. Bids are to be upheld for a minimum of ninety days. No bid shall be withdrawn for a period of ninety days after the date of the bid opening without the consent of the owner.

MM. Certified payrolls are required to be submitted with each invoice.

NN. The Kanawha County Commission has received approval from the State Historic Preservation Office to perform this work.

OO. The need for architectural and/or engineering services is at the discretion of the contractor. The Kanawha County Commission has elected to complete this project without hiring an architect. This does not prohibit the contractor from subcontracting with an architect for assistance. A structural engineer will be available to the owner should structural issues arise; if the contractor would like to subcontract with a structural engineer, again it is acceptable for the contractor to do so.

PP. Rejection of Bids: The Kanawha County Commission reserves the right to

reject any and/or all bids, in whole or in part, and to waive any informality in bidding.

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 Commission.

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 Commission.

Contractor hereby indemnifies, holds and saves harmless 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 Commission, the State of West Virginia and the Federal Government against any claims arising from such work.

In the event 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 Commission for all attorney's fees associated with the defense of same and also reimburse 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 2010 wage rates). Contractor is to submit certified 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. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours Standard Act, 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 Commission, the West Virginia State Fire Marshal and the City of Charleston Fire Department 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 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, the Kanawha County 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 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.

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 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

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. Work is to be performed after business hours. Proposals are to include evening labor rates. 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 Kanawha County Commission 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 document:

1. Bid Bond for Five percent (5%) of the total project in the form of a Cashier's Check or Bid Bond
2. Signed and dated bid document
3. Warranty terms

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.
4. 100% Payment Bond.
5. 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 Commission named as additional insured.
6. Name, address and telephone number of three commercial references where contractor has restored windows in historic properties. Please provide contract dates.
7. Provide satisfactory certification from Workers' Compensation as to current status of vendor's Workers' Compensation premiums.
8. Complete and have on file Kanawha County Commission Vendor Registration Form, "No Debt Affidavit" and Internal Revenue Service Form W-9.
9. No bid shall be withdrawn for a period of ninety days after the time of the bid opening without the consent of the owner.
10. Rejection of Bids: The Kanawha County Commission reserves the right to reject any and/or all bids, in whole or in part, and to waive any informality in bidding.