

**KANAWHA COUNTY COMMISSION  
P. O. BOX 3627  
407 VIRGINIA STREET, EAST  
CHARLESTON, WEST VIRGINIA 25336**

**Request for Proposals**

RE: Three-Year Field Maintenance Contract for the Shawnee Sports Complex

Date: September 25, 2019

**Proposal Opening: Proposals must be received on or before Friday, October 4, 2019, at 11:00 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 "Shawnee Sports Complex 3-Year Field Maintenance Contract" and the date and time of the proposal opening on the outside of the envelope. Faxed or electronically submitted proposals will not be accepted.**
2. Bid must be F.O.B. Delivery Point, unless otherwise indicated in proposal.
3. All proposals should be signed and in ink, showing all facts. Once proposals are opened, all bid documents become public record.
4. The Kanawha County Commission reserves the right to accept or reject in part or in whole any proposal submitted, whichever is in the best interest of the County.

Item No.	Description	Bid Amount	Total # of Hours
1-A	Provide Grass Seed per Item #1 of the attached Specifications (Option #1)	\$ _____	
1-B	Provide Grass Seed per Item #1 of the attached Specifications (Option #2)	\$ _____	
1-C	Provide Grass Seed per Item #1 of the attached Specifications (Option #3)	\$ _____	
2	Provide Fertilizer per Item #2 of the attached specifications	\$ _____	
3	Field Maintenance Plan per Item #5 of the attached Bid Specifications	\$ _____	
4	Hourly Rate for Consulting Services per the attached Bid Specifications	\$ _____	
5	Labor Hourly Rate and Number of Hours Required to Apply Seed and Fertilizer per the attached Bid Specifications	\$ _____	_____ Hrs. to Seed _____ Hrs. to Fertilize

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# SPECIFICATIONS

COUNTY COMMISSION OF KANAWHA COUNTY  
CHARLESTON, WEST VIRGINIA

**ITEM:** Three-Year Field Maintenance Contract for the Shawnee Sports Complex

**LOCATION:** Shawnee Sports Complex  
One Salango Way  
Dunbar, WV 25064

**CONTACT:** Questions Regarding Bid Submission:  
Jerie Whitehead  
Purchasing Director  
Kanawha County Commission  
407 Virginia St., East  
P.O. Box 3627  
Charleston, WV 25336  
[jeriewhitehead@kanawha.us](mailto:jeriewhitehead@kanawha.us)

Questions Regarding Specifications:  
Katie Arthur or Quentin Davis  
Shawnee Sports Complex  
One Salango Way  
Dunbar, WV 25064  
Katie - 304-780-8221  
Quentin – 304-989-4888  
[Katie@shawneesports.com](mailto:Katie@shawneesports.com)  
[Quentin@shawneesports.com](mailto:Quentin@shawneesports.com)

**PROPOSAL DUE DATE:** Proposals must be received in a sealed envelope, with “Shawnee Sports Complex 3-Year Field Maintenance Contract” and the date and time of the proposal opening on the outside of the envelope on or before Friday, October 4, 2019, at 11:00 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 electronically submitted proposals will not be accepted.*

## SPECIFICATIONS

1. Provide three (3) options for grass seed for the zone and available irrigation system to maintain grass at 1½” to be ready for play in April 2020. Grass seed can be a mixture or a hybrid. Please specify the type of grass being proposed for each option.
2. Fertilizer for approximately 30 – 35 acres.
3. Slit-seeding is required.
4. Initial seeding is to begin on or before October 7, 2019.
5. Provide a Field Maintenance Plan to include a timeline on seeding and fertilizing approximately 30 – 35 acres, how many 50 lb. bags of seed are needed, how many 50 lb. bags of fertilizer are needed, watering methods for dry, wet or normal summer conditions, how many water reels are needed (Shawnee has some water reels on site).

6. Hourly rate for consulting services.
7. Labor rates to apply seed and fertilizer **and number of man hours to complete each.**
8. Please contact Katie Arthur at 304-780-8221 to schedule a date and time to visit the site. Bidders are responsible for obtaining their own measurements.
9. Provide a minimum of three (3) commercial references for similar projects.

## **REQUIREMENTS**

1. Contractor is responsible for all permits and fees
2. Only competent workmen who satisfactorily perform their duties shall be employed on this project. Contractor shall discharge and shall not re-employ on this project any person who is disorderly, dangerous, insubordinate, incompetent or otherwise objectionable or who uses alcohol or illicit drugs on the job site.
3. Asbestos inspections and abatement (if required) are the responsibility of the owner.
4. 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 Purchasing Department.
5. 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 and/or the Shawnee Sports Complex, 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 and the Shawnee Sports Complex for all attorney's fees associated with the defense of same and also reimburse the Kanawha County Commission and/or the Shawnee Sports Complex for any fines, penalties and other costs paid as a result of Contractor's actions.

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

## **INSPECTION OF WORK AND CORRECTION OF DEFECTS**

All work under this contract shall be subject to inspection by the Kanawha County Commission, the Quick Community Center and 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 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 Kanawha County Commission, any failure by the Contractor to comply with the Contractor's obligations 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 & ARBITRATION**

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

- B. If the parties hereto expressly agree to submit any dispute to arbitration as herein provided then, and in such event, the decision rendered by the arbitrators shall be binding upon the parties and shall be specifically enforceable. If the parties do not agree, in writing, to submit such dispute to arbitration, the party requesting such arbitration may file a civil action in the Circuit Court of Kanawha County for the purpose of resolving such dispute; however, a request for arbitration shall not be a prerequisite to filing a civil action to settle any such dispute.
- C. Where the parties have submitted any question to arbitration as herein provided, the award of arbitrators shall be final and conclusive upon said parties with reference to the question so submitted and any judgment may be entered upon it in accordance with the provisions of Article 10, Chapter 55 of the Code of West Virginia, 1931, as amended.

### **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 Commission 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 Commission and the Quick Community Center 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. WV Building Code
2. Federal Occupational Safety & Health Administration Regulations (OSHA)
3. WV Department of Environmental Protection
4. WV Bureau of Public Health
5. WV State Fire Marshall
6. WV Department of Natural Resources
7. WV Department of Labor
8. 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 fire department'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 EMPLOYMENT 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**

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 minimum one million dollar per occurrence general liability insurance policy with the Kanawha County Commission and the Shawnee Sports Complex named as additional insureds is to be submitted by successful bidder prior to the issuance of the Contract.

## **TERMS & CONDITIONS**

1. **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. Once bids are unsealed, all bid documents become public record.
2. **Change Orders:** Any and all additions to the scope of work (Change Orders) 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 bid without prior approval.

3. 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.
4. For the Owner's Record, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of work.
5. Vendor shall complete and submit, or have on file with the Commission, a Vendor Registration Form, No Debt Affidavit and W9 Form.

**\*\*\*ATTENTION VENDORS\*\*\***

Have you registered for the Kanawha County Commission E-Mail Notification System for bid specifications? Register by visiting our website @ [www.kanawha.us](http://www.kanawha.us) and register by clicking on the "Email Alerts" icon.