

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

**Request for Quotations**

Re: Modernization of One (1) Hydraulic Passenger Elevator with One (1) Front and Four (4) Rear Openings Located in the Kanawha County Courthouse

Date: November 30, 2020

**MANDATORY PRE-BID:** A Mandatory Pre-Bid Conference will be held on Monday, December 7, 2020, at 10:00 a.m. in the Kanawha County Commission Purchasing Office located in the Old Kanawha County Courthouse, 407 Virginia Street, East, Third Floor, Room 229, Charleston, WV 25301.

**BID DUE DATE:** Bids must be received on or before Friday, December 18, 2020, at 10:00 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 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 or electronically transmitted bids will not be accepted.
2. Bids must be F.O.B. Delivery Point, unless otherwise indicated in bid.
3. All bids should be signed & in ink showing all facts and the total amount of the bid.
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	DESCRIPTION	Bid Amount
1	Modernization of One (1) Hydraulic Elevator with One (1) Front and Four (4) Rear Openings Located in the Kanawha County Courthouse, 407 Virginia Street, East, Charleston, WV 25301 per the Attached Specifications	\$ _____
<b>Written Bid Amount:</b> _____		<b>Dollars</b>

Vendor Name: \_\_\_\_\_ WV Contractor's License # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUEST FOR QUOTATIONS  
COUNTY COMMISSION OF KANAWHA COUNTY  
CHARLESTON, WEST VIRGINIA**

**ITEM:** Modernization of One (1) Hydraulic Passenger Elevator with One (1) Front and Four (4) Rear Openings Located in the Kanawha County Courthouse

**LOCATION:** Kanawha County Courthouse  
407 Virginia Street, East  
Charleston, WV 25301

<b>CONTACT:</b>	Jerie Whitehead	Steve Neddo
	Purchasing Director	Maintenance Supervisor
	Kanawha County Commission	Kanawha County Commission
	407 Virginia Street, East	407 Virginia Street, East
	P.O. Box 3627	Charleston, WV 25301
	Charleston, WV 25301	Telephone (304) 357-0220
	<a href="mailto:jeriewhitehead@kanawha.us">jeriewhitehead@kanawha.us</a>	<a href="mailto:steveneddo@kanawha.us">steveneddo@kanawha.us</a>

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The following Request for Quotations is intended to describe the need to modernize one hydraulic passenger elevator located in the Kanawha County Courthouse and the details contained in this Request for Quotations 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.

**HYDRAULIC ELEVATOR MODERNIZATION**

**1.01 WORK INCLUDED**

- A. Modernize One (1) hydraulic elevator with one (1) front and four (4) rear openings located in the Kanawha County Courthouse.

- B. All engineering, equipment, labor, and permits required to satisfactorily complete elevator modernization.
- C. Preventive Maintenance after completion: 1 year after final completion.
- D. Cartage and Hoisting: All required staging, hoisting and movement to, on, and from the site including new equipment, reused equipment, or dismantling and removal of existing equipment.
- E. Unless specifically identified as "Reuse," "Retain," or "Refurbish," provide new equipment.

**1.02 QUALITY ASSURANCE**

- A. Compliance with Regulatory Agencies
- B. Warranty: 1 year from final completion.

**1.03 PERMIT, TEST AND INSPECTION**

- A. Obtain and pay for permit, license, and inspection fee necessary to complete installation.
- B. Perform test required by governing authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative.
- C. Supply personnel and equipment for test and final review by Inspector

**1.04 MAINTENANCE**

- A. Preventive Maintenance: For a period of 1 year after final completion. Warrant the equipment installed under this specification against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care which may develop for a period of twelve (12) months following the completion and acceptance of each elevator covered by this specification.

**2.01 SUMMARY OF EXISTING EQUIPMENT**

**Existing Equipment**

The present capacity and speed of the elevators will be changed as follows:

<b>Elevators numbered</b>	<b>Capacity (pounds)</b>	<b>Speed (Feet per Minute)</b>
1,	2000lbs.	150 FPM (Field Verify)

**Travel**

The present travel of the elevators will be retained as follows:

<b>Elevators numbered</b>	<b>From floor to floor</b>	<b>Rise (feet)</b>
1	1-5	+/- 45feet (Field Verify)

**Stops and Openings**

The present stops and openings will be retained as follows:

<b>Elevators numbered</b>	<b>Number of stops</b>	<b>Number of openings</b>
1	5 stops	1 front 4 rear

**2.02 MACHINE ROOM EQUIPMENT**

- A. Arrange equipment in existing machine room spaces
- B. NEW Submersible Pump Unit: The present power unit will be replaced with a new submersible power unit. The new power unit will include the following: Oil reservoir with tank cover, new hydraulic pump, new electric motor, and a new hydraulic control valve, and tank heater
- C. Landing Systems: Solid-state, magnetic, or optical type.
- D. Controller: A NON-PROPRIETARY microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime. The elevator motor starting shall be Soft Start controlled.

**ONLY APPROVED CONTROLLER MANUFACTURES:**

- 1. MCE (Motion Control Engineering)
  - 2. GAL
- E. NEW Muffler: Provide in discharge oil line near pump unit. Design shall dampen and absorb pulsation and noise in the flow of hydraulic fluid.
  - F. REUSE Piping: Retain existing piping and provide new oil for the system.

## **2.03 HOISTWAY EQUIPMENT**

- A. REUSE Guide Rails: Retain main guide rails in place. 1. Clean rails and brackets. Remove rust. 2. Check all rail and bracket fastenings and tighten.
- B. REUSE Buffers 1. Rebuild as required and paint.
- C. REUSE Hydraulic Jack Assembly: Retain existing and repack the existing head if necessary.
- D. REUSE Jack Support and Fluid Shut-Off Valve(s): Retain or replace existing steel pit channels to support jack assembly and transmit loads to building structure. If not already installed, provide manual on/off valves in oil lines adjacent to pump unit and jack units in pit adjacent to jack unit. Ensure Code Compliant.
- E. Terminal Stopping: Provide normal and final devices.
- F. Electrical Wiring and Wiring Connections: 1. Conductors and Connections: Copper throughout with individual wires coded and connections on identified studs or terminal blocks. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual elevator controllers in the machine room. Conduit: Painted or galvanized steel conduit, EMT, or duct. Conduit size, 1/2". Traveling Cables: Flame and moisture-resistant outer cover. Prevent traveling cable from rubbing or chafing against hoistway or equipment within hoistway.
- G. Entrance Equipment: Replace New as noted. 1. Door Hangers – NEW 2. Door Rollers - New 3. Door Track: New 4. Door Interlocks: New 5. Door Closers: New 6. Pick Assembly: NEW
- H. NEW Hoistway Door Unlocking Devices.
- I. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

## **2.04 HOISTWAY ENTRANCES**

- A. REUSE Frames: Retain existing.
- B. REUSE Transom Panels: Retain existing
- C. REUSE Door Panels: Retain existing. Provide new door gibs with fire tabs at all floors. Minimum two gibs per panel, one at leading edge, and one at trailing edge of each panel
- D. REUSE Sight Guards: Retain existing. Repair bent/damaged sight guards, replace as needed.
- E. REUSE Sills: Retain existing. Clean and polish. Check and tighten all fastenings.
- F. REUSE Sill Supports: Retain existing. Check and tighten all fastenings.

- G. REUSE Fascia, and Hanger Covers: Provide as required where damaged or missing.
- H. REUSE Struts and Headers: Retain existing. Check and tighten all fastenings.

### **2.05 CAR EQUIPMENT FOR FRONT & REAR OPENINGS**

- A. REUSE Frame: Retain Existing. Check and tighten all fastenings.
- B. REUSE Platform: Retain existing. Reinforce if required. Check and tighten all fastenings.
- C. REUSE Platform Apron: Retain existing. Check and tighten all fastenings. Replace damaged or missing sections.
- D. NEW Guide Shoes: Solid type with renewable oilless inserts
- E. REUSE Sills: Retain existing. Clean and polish. Check and tighten all fastenings.
- F. Two (2) REUSE Stainless Steel Car Doors (If the equipment matches up): Provide new gibs.
- G. Two (2) NEW Door Hangers: Replace New.
- H. Two (2) NEW Door Tracks: Replace New.
- I. Two (2) NEW Door Headers: Replace New.
- J. Two (2) NEW Electric Door Contacts: Prohibit car operation unless car door is closed.
- K. Two (2) NEW Door Clutches: Heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth, quiet door operation. Design clutch so car doors can be closed, while hoistway doors remain open.
- L. Two (2) NEW Restricted Opening Devices: Provide car-door interlock per code to prevent opening of car door(s) outside unlocking zone. Plunger type restrictors not acceptable.
- M. Two (2) NEW Door Operators: Medium speed, heavy-duty door operator capable of opening doors at no less than 2-1/2 f.p.s. Accomplish reversal in no more than 2-1/2" of door movement. Provide solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. Provide a minimum of four (4) controller-activated motion profiles, per floor, per door, to maintain consistent, smooth, and quiet door operation at all floors, regardless of door weight or varying air pressure. Acceptable closed-loop door operators: 1. G.A.L. MOVFR
- N. Two (2) Door Control Devices: 1. Infrared Reopening Device: Replace New: Black, fully enclosed device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor. Device shall prevent doors from closing and reverse doors at normal opening speed if beams are obstructed while doors are closing, except during nudging operation. In event of device failure, provide for automatic shutdown of car at floor level with doors open. a. Acceptable Infrared Reopening Device:

Gatekeeper by Adams ) Magic Edge by Tri-Tronics Pana40 Plus by Janus 2. Nudging Operation: After beams of door control device are obstructed for a predetermined time interval (minimum 20.0 - 25.0 seconds), warning signal shall sound and doors shall attempt to close with a maximum of 2.5 foot pounds kinetic energy. Activation of the door open button shall override nudging operation and reopen doors. 3. Interrupted Beam Time: When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0 - 1.5 seconds after beams are reestablished. 4. Differential Door Time: Provide separately adjustable timers to vary time that doors remain open after stopping in response to calls. a. Car Call: Hold open time adjustable between 3.0 and 5.0 seconds. b. Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds. Use hall call time when car responds to coincidental calls.

- O. One (1) Car Operating Panel: An applied car operating panel shall be furnished. The panel shall contain a bank of standard mechanical illuminated buttons marked to correspond with the landings served to correspond with the existing landings basement, one, two and three and the other side L (for lobby), an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. A fan switch, if optional fan is provided, shall also be located in the car operating panel.
- P. NEW Car Top Control Station: Mount to provide safe access and utilization while standing in an upright position on car top If required by 2013 Code.
- Q. NEW Car top handrail: Provide Code Compliant Car top handrail (if hoistway dimensions require)
- R. NEW Work Light and Duplex Plug Receptacle: GFCI protected outlet at top and bottom of car. Include on/off switch and lamp guard.
- S. Upgrade Communication System:
  - 1. "Push to Call," two-way communication instrument in car with automatic dialing, tracking, and recall features with shielded wiring to car controller in machine room. Provide dialer with automatic rollover capability with minimum two numbers. Provide consolidator to allow multiple phones connected to one (1) line. a. "Push to Call" button or adjacent light jewel shall illuminate and flash when call is acknowledged. Button shall match car operating panel pushbutton design. Provide uppercase "PUSH TO CALL," "HELP ON THE WAY" engraved signage adjacent to button. b. Provide "Push to Call" button tactile symbol, engraved signage, and Braille adjacent to button mounted integral with car front return panel.
  - 2. Provide two-way communication between car and machine room if required.

## **2.06 CAR ENCLOSURE**

- A. REUSE Car Enclosure Passenger/Service Elevator: Retain existing. Modify as required

for application of new signal and pushbutton fixtures. Check and tighten all fasteners. Provide CODE required venting.

B. Provide & install new cab lighting.

### **2.07 HALL CONTROL STATIONS**

A. New standard hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered.

### **2.08 SIGNALS**

A. NEW Hall Position Indicator: Hall position indicators shall be incorporated in the lobby hall only. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

B. NEW Car Direction Lantern: Provide flush-mounted car lantern in all car entrance columns. Illuminate up or down LED lights and sound electronic tone once for up and twice for down direction travel as doors open. Sound tone once for up direction and twice for down direction. Sound level shall be adjustable from 0 - 80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor. Provide adjustable car door dwell time to comply with ADA requirements relative to hall call notification time. Car direction lenses shall be arrow shaped with faceplates. Lenses shall be minimum 2-1/2" in their smallest dimension. Locate fixture in each car operating panel integral with car position indicator.

C. NEW Car Position Indicator: Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 1/2" high to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway. Illuminate proper direction arrow to indicate direction of travel. Locate fixture in each car operating panel integral with car direction lantern.

D. Faceplate Material and Finish: Stainless steel

E. Floor Passing Tone: Provide an audible tone of no less than 20 decibels and frequency of no higher than 1500 Hz, to sound as the car passes or stops at a floor served.

F. Firefighters' Key Box: Flush-mounted box with lockable hinged cover. Engrave instructions for use on cover per Local Fire Authority requirements.

### **3.01 SITE CONDITION INSPECTION**

A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.

- B. Do not proceed with installation until work in place conforms to project requirements.

### **3.02 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver material in Contractor's original, unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

### **3.03 INSTALLATION**

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter.

### **3.04 FIELD QUALITY CONTROL**

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Have Code Authority acceptance inspection performed and complete corrective work.

### **3.05 ADJUSTMENTS**

- A. Lubricate all equipment in accordance with Contractor's instructions.
- B. Adjust motors, valves, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

### **3.06 CLEANUP**

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- B. Remove all loose materials and filings resulting from work.

- C. Clean machine room equipment and floor.
- D. Clean hoistways, car, car enclosure, entrances, operating and signal fixtures.
- E. Paint Machine room and pit floor gray; paint pit channels and buffers black.

### **3.07 ACCEPTANCE REVIEW AND TESTS**

- A. Complete and pass final turnover with state elevator inspector and do a final walk through with customer and Inspector.

### **4.01 ADDITIONAL REQUIREMENTS**

- A. **Change Orders**: Any and all additions to the scope of work (change orders) to the bid specifications 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 specifications without prior approval from the Commission.
- B. **Liquidated Damages**: Contractor will be charged liquidated damages in the amount of \$100 per day 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. Grant funds are being utilized for this project. The project must be completed and all invoices paid before December 31, 2021.
- C. **Storage**: Short-term onsite storage will be made available to the contractor. Contractor is responsible for providing a dumpster.
- D. **Building Permits**: 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.
- E. **B&O Taxes**: B&O Taxes are required to be paid to the City of Charleston by the contractor.
- F. **Bid Withdrawal**: 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.
- G. **Certified Payrolls**: Certified payrolls are required to be submitted with each invoice.
- H. **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.
- I. **Notification & Permitting 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.

- J. Damage: 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.
- K. Hold Harmless: 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.
- L. Citations: 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.
- M. Davis Bacon Wage Rates: Davis Bacon Wage Rates, as established by the most recent publication of those rates, are required to be paid, for all work performed by the Contractor. Contractor is to submit certified payroll records for the period included for 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.
- N. Retainage: 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.
- O. Inspections: 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.
- P. Warranty: 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 one-year 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

Q. 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.

R. Disputes & Arbitration Thereof:

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

so submitted an 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.

- S. 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.
- T. Standards Of Quality & 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.

- U. Contract Work Hours & 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.

V. 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.

- W. Workers' Compensation & Unemployment Premiums: Elevator 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.
- X. Liability Insurance: Elevator Contractor is to provide liability insurance coverage for all vehicles and equipment of Elevator Contractor. Proof of a minimum one million dollar per occurrence commercial 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.
- Y. **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
- Signed and dated bid document
- Z. **The following documents are to be submitted by the successful bidder prior to commencement of work and are considered a part of the contract document:**
1. 100% Performance Bond.
  2. 100% Payment Bond
  3. Copy of a current West Virginia Contractor's License
  4. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Kanawha County Commission named as additional insured or a current Owners & Contractors Protective Liability Insurance Policy.
  5. Name, address and telephone number of three commercial references where contractor has performed elevator modernizations. Please provide dates.
  6. Provide satisfactory certification as to current status of vendor's Workers' Compensation and Unemployment premiums.

7. Complete and have on file Kanawha County Commission Vendor Registration Form, "No Debt Affidavit" and Internal Revenue Service Form W-9.
- AA. No bid shall be withdrawn for a period of ninety days after the time of the bid opening without the consent of the owner.
  - BB. 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.