

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

Request for Proposals

Re: Modernization of Two (2) Passenger Elevators Located in the Kanawha County Judicial Building

Date: September 9, 2022

MANDATORY PRE-BID: A Mandatory Pre-Bid Conference will be held on Thursday, September 30, 2021, at 10:00 a.m. in the Kanawha County Commission Meeting Room 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 Thursday, October 21, 2021, 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 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.
3. All proposals should be signed and in ink, showing all facts and the total amount of the proposal.
4. Vendor shall not, without the Kanawha County Commission's written consent, bill at a higher price than stated in the Bid Document.
5. Any Bidder may withdraw its Bid either personally or by written request, at any time prior to the scheduled time for opening the Bids. No Bidder may withdraw its Bid for a period of forty-five (45) days after the date set for opening thereof and all Bids shall be subject to acceptance by the Owner during the period.
6. 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	*Alternate #1	**Alternate #2	***Alternate #3
1	Modernization of the "Judges' Elevator" Located in the Kanawha County Judicial Building, 111 Court Street, Charleston, WV 25301 per the Attached Specifications	\$ _____	\$ _____	\$ _____	
2	Modernization of the Prisoner Elevator" Located in the Kanawha County Judicial Building, 111 Court Street, Charleston, WV 25301 per the Attached Specifications	\$ _____	\$ _____		\$ _____

***Alternate #1 Provide and Install a New Car Enclosure**

****Alternate #2 Provide & Install New Hoistway Doors (Judges' Elevator only)**

***** Alternate #3 Provide & Install Plain Stainless Steel Hoistway Door Panels (Prisoner Elevator Only)**

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: Modernization of Two (2) Passenger Elevators Located in the Kanawha County Judicial 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) 357-0122
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The following Request for Proposals is intended to describe the need to modernize the two (2) passenger elevators located in the Kanawha County Judicial Building 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. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
2. All work will be performed in accordance with the latest updated edition of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes that are in effect on the state of this proposal.
3. **DRAWINGS:** Elevator contractor will prepare drawings showing the general arrangement of the elevator equipment.
4. **PERMITS, TAXES & LICENSES:** All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid for by the Elevator Contractor.
5. **STORAGE:** A dry and protected area, within the building, conveniently located to the elevator hoistways, will be assigned to the Elevator Contractor without cost, for storage of

materials and tools.

6. MAINTENANCE SERVICE: Elevator contractor will furnish maintenance and regular time callback service on each elevator from the time the elevator is removed from service for the modernization work for a period of twelve (12) months following the completion of the modernization for each elevator. The second elevator will remain under contract with the current maintenance contractor until the second elevator is shut down for the modernization work once the first elevator is complete and back in service. This service will consist of periodic examinations of the equipment, adjustments, lubrication, cleaning, supplies & parts to keep the equipment in proper operation, except such adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of the Elevator Contractor. All work will be done by trained employees of the Elevator Contractor.
7. WARRANTY: The Elevator Company will 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.
8. WIRING DIAGRAMS: Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Owner.
9. KEYS: Two (2) keys for each key switch specified will be furnished to the Owner.
10. All components of the elevator upgrade are to be supplied by a single source provider.

DESCRIPTION OF EQUIPMENT:

1. QUANTITY: Two (2) Passenger Traction Elevators
2. EQUIPMENT: Imperial or Hollister Whitney
3. OPERATION: New Microprocessor Based Controls
4. MOTOR CONTROL: New AC Motor Control Drive
5. CAPACITY: 2500 lbs.
6. SPEED: 350 FPM
7. CAR SIZE PLATFORM: Reuse Existing
8. CLEAR INSIDE: Reuse Existing
9. TRAVEL: 72 Ft. (Approximately)
10. POWER SUPPLY: 480V, 3PH, 60 CYC.
11. MACHINE: New Permanent Magnet Gearless Hoist Machines
12. STOPS: Elevators No. 7 Stops
13. OPENINGS: Elevators No. 7 Front Openings
14. **HOISTWAY ENTRANCES: Reuse Existing Hoistway Door Panels and paint Jambs in the Prisoner Elevator (Alternate #2). Replace the Hoistway Door Panels and Jambs in the Judges' Elevator (Alternate #3)**
15. DOOR OPERATION: New Closed Loop Door Operators
16. CAR ENCLOSURE: Reuse Existing
17. SIGNALS: New Car Operating Panels with all ADA, Fire Service and Code Required Features, New Surface Mounted Hall Push Button Stations

ALTERNATE #1:

PROVIDE & INSTALL A NEW CAR ENCLOSURE – To include new plastic laminate panels (re-use the existing shell) and new translucent panels in the drop ceiling (re-use the existing frame). Owner will install new fluorescent lighting.

ALTERNATE #2:

PROVIDE & INSTALL NEW HOISTWAY DOOR PANELS – **(Judges Elevator only)** New door panels are to match the existing (re-use the existing frames). The existing door jambs are to be re-painted.

ALTERNATE #3:

PROVIDE & INSTALL NEW HOISTWAY DOOR PANELS - **(Prisoner Elevator only)** Provide & Install Plain Stainless Steel Hoistway Door Panels . The existing door jambs are to be re-painted.

MODERNIZATION EQUIPMENT FEATURES:

1. MACHINE: Provide permanent magnet gearless machines
 - A. Arrange equipment in existing machines room spaces. Any modifications necessary to meet code or provide code required clearances are the Contractor's responsibility
 - B. **Imperial or Hollister Whitney** gearless traction type motor with brake, drive sheave and deflector sheave mounted in proper alignment on a common, isolated bedplate. Provide bedplate blocking to elevate secondary or deflector sheave above machine room floor.
 - C. Provide proper suspension ropes and machine mounted direct drive, digital, closed-loop velocity encoder.
 - D. Hoist machine installations which require blockouts through machine room floor for other than hoist ropes shall be provided with a 14-gauge galvanized sheet metal enclosure over entire blockout on underside of floor slab.
 - E. Provide proper suspension means and fasteners.
 - F. Sheaves: Provide new with new machines. Machined grooves and sealed bearings. Provide mounting means to machine beams, machine bedplate, car and counterweight structural members, or building structure.
2. HOIST CABLES: The existing hoist cables will be replaced and a new hitch assembly and control modules will be installed. The control modules will communicate with the new microprocessor based controls to determine car load for pre-torquing the hoist motor and determining car loads for the by-pass features.
3. ROPE GRIPPER Emergency Brake: A sheave brake will be provided to comply with ASME A17.1 updated Code. Ascending car over speed and unintended car movement protection.
4. CAR PLATFORM: Retain existing.
5. CAR AND COUNTERWEIGHT ROLLER GUIDES: Replace existing
6. CAR SAFETY: Retain existing
7. GOVERNOR: A new centrifugal speed governor located over the hoistway. The governor will be designed to cut off power to the motor and apply the brake whenever the governor indicates the car has excessive speed. The governor will be designed with an elevator positioning encoder to track the precise location of the elevator in the hoistway and communicate this information to the new microprocessor controls.
8. AC MOTOR CONTROL SYSTEM: The elevator control system will provide the required electrical operation of the elevator including the automatic application of the brake, which

will bring the car to rest upon failure of power. The control system will be a dual-loop feedback system based primarily on car position. The velocity profile will be calculated by the microprocessor control system producing extremely smooth and accurate stops. The velocity encoder will permit continuous comparison of machine speed to velocity profile and to actual car speed. This accurate position/velocity feedback will permit a fast and accurate control of the acceleration and retardation.

9. **AUTOMATIC PUSHBUTTON OPERATION:** The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload. Control of the elevator shall be automatic in operation by means of pushbuttons in the car numbered to correspond to floors served. For registering hall stops "up-down" pushbuttons will be provided at each intermediate landing and "call" pushbuttons at terminal landings. The momentary pressing of one or more buttons shall dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the pushbuttons are pressed. When the car is traveling in the up direction, it shall have an up preference and shall stop at all floors for which car buttons or "up" hall pushbuttons have been pressed; it shall not stop at floors where "down" pushbuttons have been pressed, unless the stop for that floor has been registered by a car button, or unless the down call is at the highest floor for which any buttons have been pressed, when the car is traveling in the down direction it shall not stop at floors where "up" pushbuttons have been pressed, unless the stop for that floor has been registered by a car pushbutton, or unless the up call is at the lowest floor for which any buttons have been pressed.
10. **Single Operation –** Each elevator operates independently.
11. **FIREMAN SERVICE AND OTHER STANDARD FEATURES:** The Fireman Service Operation and normal operating features are to be incorporated in accordance with the American National Standard Safety Code **most recently updated Code**.
12. **CAB ENCLOSURE (BASE BID):**
 - A. Walls – Retain existing
 - B. Canopy – Retain existing
 - C. Ceiling – Update lighting fixtures & lenses
 - D. Cab Columns, Front and Transom – Retain existing
 - E. Doors – Retain **existing in the Prisoner Elevator and replace the Judges' door**
 - F. Door Finish – Retain existing
 - G. Cab Sills – Retain existing
 - H. Handrail – Retain existing
 - I. Ventilation – Retain existing
 - J. Protection Pads & Buttons – Not applicable
 - K. Base – Retain existing
 - L. Finished Floor – By others
13. **DOOR OPERATION:** The new most current door operation system will be installed.
14. **DOOR PROTECTION DEVICE:** New updated door protection devices are to be installed.
15. **HOISTWAY ENTRANCES:** The existing hoistway door frames and door panels will be retained. New hoistway door tracks, hangers, rollers, closers and interlocks will be installed.

16. DOOR RESTRICTORS: New door restricting devices will be provided in accordance with the most recently updated Code.
17. HOISTWAY DOOR JAMB BRAILLE: New ADA compliant hoistway door jamb braille plates will be installed.
18. VARIABLE DOOR TIME: The doors will remain open for an adjustable time for a stop in response to a car call and a second variable time for a stop in response to a hall call.
19. CAR OPERATING PANELS: The existing main car operating panels will be replaced with a new panel accommodating all features provided by the new Microprocessor controls. The new car operating panel will be provided with traditional style push buttons, ADA compliant telephone, fire service signage, emergency lighting and Braille.
20. CAR POSITION INDICATOR: A new digital car position indicator will be incorporated into the new car operating panels. A stainless steel cover will be installed to cover the location of the existing car position indicator in the cab transom.
21. FLOOR PASSING SIGNAL: An ADA compliant audible signal will be provided to indicate to a passenger on the elevator car that the car is stopping or passing a floor.
22. ALARM PANEL: An emergency alarm bell will be connected to a plainly marked pushbutton in the car operating panel and to the battery operated emergency car light device.
23. LANDING BUTTONS: New surface mounted hall pushbutton fixtures will be installed. The hall pushbutton fixture at the main fire service floor will include the fire service signage and key switch.
24. CAR RIDING LANTERNS: New ADA compliant car riding lanterns will be installed in the elevator cab door jamb. The operation of the new lanterns will be engineered into the new microprocessor controls to comply with all ADA requirements.
25. LOBBY POSITION INDICATOR: A new lobby lantern fixture will be provided to replace the existing lantern at the lobby floor. This fixture will contain a digital position indicator and direction arrow.
26. AUTOMATIC TERMINAL LIMITS: New electric limit switches will be placed in the hatchway near the terminal landings and be designed to cut off the electric current and stop the car should it run beyond either terminal landing.
27. BUFFERS: New ETSL reduced stroke car buffers will be installed.
28. CAR TOP INSPECTION STATION: A new car top inspection station with an "emergency stop" switch and constant pressure "up-down" direction buttons will be installed. This station will make the normal operating devices inoperative and give the inspector complete control of the elevator.
29. HOISTWAY ACCESS: Hoistway access switches will be installed at top and bottom landings per code.
30. CAR TOP RAILING: Railings will be installed on the car top per code.

31. PIT LADDER: Replace both pit ladders and move to conform with the most updated Code.
32. WIRING: All hoistway, machine room and car wiring, including traveling cable, will be replaced as necessary to fulfill the requirements of the new Microprocessor Controls. New duct and flexible connections necessary for the proper installation of the new control equipment will provided as necessary. Travel cable to include provisions for card readers and security cameras.
33. MISCELLANEOUS: All sill supports, including steel angles where required, and sill recesses are to be provided by the Elevator Contractor.

MISCELLANEOUS WORK & SCHEDULE:

1. All work will be performed during regular working hours on regular working days as is customary in the Elevator Industry.
2. The Elevator Contractor is to provide OSHA compliant removable temporary enclosures or other protection (barricades & kickboards) from open hoistways during the time the elevator is being modernized.
3. The elevator will be out of service during the performance of the work as specified.
4. Prior to commencing work, a work schedule will be submitted to the Owner.

TESTS:

1. EMERGENCY FIRE SERVICE: Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
2. TEST REPORTS: Completed copies of test reports will be provided to the Owner.

CLEAN UP & INSPECTION:

1. CLEAN UP: The Elevator Contractor is to remove all debris resulting from work on this contract. In addition, all equipment and unused materials are to be removed from the premises and the work areas are to be neat and clean.
2. INSPECTION: All materials and workmanship will be subject to inspection or testing. The Owner will have the right to reject defective or inferior materials or workmanship and will require correction of such without additional cost to the Owner.

WORK TO BE PERFORMED BY OTHERS:

1. A legal hoistway properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing as required. Dewatering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. A hoist beam with a capacity of 5,000 lbs. suitably located. When required, divider beams at suitable points shall be provided for guide rail bracket support.

2. The Owner will have asbestos and lead paint inspections performed. The Owner will be responsible for the removal and proper disposal of any materials that may be detected. The Elevator Contractor is to immediately stop work and notify the Owner of any suspect materials that may be discovered during the course of the work described herein.
3. All electrical work, plumbing, painting, heat & smoke detecting devices, and fire alarm and telephone integration required to complete the modernization of the elevators will be supplied or subcontracted by the Owner. The Elevator Contractor is to coordinate this work with the Owner's employees/subcontractors.
4. ESP (emergency or standby power) / EPW (emergency power warning) must precede the transfer of Emergency Power to Normal Power by a span of time (minimum of 20 seconds) adequate to all the elevator(s) to stop at the next available floor and shut down its (their) driving equipment (pump motor, MG, VVF or SCR drive). If this is not allowed to happen, severe damage to electrical switch gear and equipment can result due to unpredictable electrical loading. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by Owner.
5. Owner is also to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable).
6. The Owner will provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to the area will be provided.
7. All existing equipment removed by the Elevator Contractor will become the property of the Elevator Company.
8. The Elevator Contractor will provide the necessary crane or other equipment required to hoist the elevator equipment as needed.

SPECIAL CONDITIONS:

1. OVERTIME: Any overtime must be mutually agreed upon.
2. CODE REQUIREMENTS: All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this proposal, should changes be made to any code, or should rulings by any code enforcing authorities extend the application of the code, the Elevator Contractor is to incorporate those changes in this contract.
3. PERMITS, TAXES & LICENSES: All applicable sales and use taxes, permit fees and licenses are the responsibility of the Elevator Contractor.
4. ACCEPTANCE OF INSTALLATION: Within ten (10) days upon receiving notice from the Elevator Contractor that the installation has been completed, the Owner will arrange to have a person duly authorized to make the final inspection present at the installation site, at a mutually agreed upon date and time, to provide written acceptance. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

5. **WARRANTY:** Elevator Contractor shall warrant the **labor and** equipment installed under this contract against defects in material and workmanship for a period of one (1) year from the date each elevator is completed and placed in operation. **After the first year, Owner will secure** preventive maintenance for the equipment.

TERMS & CONDITIONS:

1. All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of American Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authority extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price. These changes and additional charges must be agreed upon prior to the work being performed.
2. **PERMITS, TAXES & LICENSES:** All applicable sales & use taxes, permit fees and licenses imposed upon the elevator contractor as of the date of this proposal are to be included in the contract price. Any additional taxes, fees or other charges exacted from the purchaser or the company on account thereof, by any law enacted after the date of this proposal shall be paid as an additional to the contract price. All additional charges are to be agreed upon prior to the work being performed.
3. **ACCEPTANCE OF INSTALLATION:** Upon notice from the elevator contractor that the installation of the elevator has been completed, the owner will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten (10) business days after the date of notice to the owner, unless both parties agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.
4. **WARRANTY:** Equipment and labor is to be warranted by the elevator contractor for a minimum of one-year from the date each elevator is completed and placed in operation. In the event of a claim, prompt written notice will be given to the elevator contractor. This section shall apply separately to each unit as completed and placed in operation.

ADDITIONAL REQUIREMENTS:

1. **LIQUIDATED DAMAGES** – Liquidated damages in the amount of \$500 per day will be imposed for each day the project exceeds the agreed upon completion date. Delays not the fault of the contractor will be exempt from liquidated damages. All delays are to be immediately brought to the attention of Steve Neddo, Kanawha County Commission 304-357-0122 or 304-539-3364.
2. **BACKGROUND CHECKS** – All personnel will be subject to a background check before being allowed access to the Kanawha County Judicial Building.
3. **TAX EXEMPT NUMBER:** The Kanawha County Commission is tax exempt. The Tax Exempt Number is 55-6000335-001
4. **CHANGE ORDERS:** 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.

5. **STORAGE:** Short-term onsite storage will be made available to the contractor. Contractor is responsible for providing a dumpster.
6. **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.
7. **B&O TAXES:** B&O Taxes are required to be paid to the City of Charleston by the contractor.
8. **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.
9. **CERTIFIED PAYROLLS:** Certified payrolls are required to be submitted with each invoice.
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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **DAVIS BACON WAGE RATES:** Federal 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 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.
16. **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.

15. **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.
16. **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 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.
17. **DISPUTES & 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.

18. ELEVATOR CONTRACTOR EXPERIENCE

- A. Elevator contractor shall have been in business for a minimum of five (5) years.
- B. Elevator contractor shall have performed a minimum of five (5) similar projects. Three references are required before Contract is issued.

19. 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.

20. 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:

- A. Federal Occupational Safety & Health Administration Regulations (OSHA)
- B. WV Department of Environmental Protection
- C. WV Bureau of Public Health
- D. WV State Fire Marshall
- E. WV Department of Natural Resources
- F. 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.

21. 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.

22. **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.

23. **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.

24. **LIABILITY INSURANCE:** Elevator Contractor is to provide liability insurance coverage for all vehicles and equipment of Elevator Contractor. Proof of a commercial general liability insurance policy is required to be submitted by successful Elevator 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.

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

- A. Bid Bond for Five percent (5%) of the total project in the form of a Cashier's Check or Bid Bond
- B. Signed and dated bid document

26. **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:**

- A. 100% Performance Bond.
- B. 100% Payment Bond.
- C. Copy of a current West Virginia Contractor's License
- D. 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.

- E. Name, address and telephone number of three commercial references where contractor has performed elevator modernizations. Please provide dates.
 - F. Provide satisfactory certification from Workers' Compensation as to current status of vendor's Workers' Compensation premiums.
 - G. Complete and have on file Kanawha County Commission Vendor Registration Form, "No Debt Affidavit" and Internal Revenue Service Form W-9.
27. Any Bidder may withdraw its Bid either personally or by written request, at any time prior to the scheduled time for opening the Bids. No Bidder may withdraw its Bid for a period of forty-five (45) days after the date set for opening thereof and all Bids shall be subject to acceptance by the Owner during the period.
28. 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.