

# KANAWHA COUNTY COMMISSION

407 Virginia St. E.  
Charleston, WV 25301  
[jeriewhitehead@kanawha.us](mailto:jeriewhitehead@kanawha.us)

## Request for Quotations

Re: Request for Quotations to Provide & Install Two (2) Concrete Pavilion Foundations for the Ken Ellis Memorial Park located at 714 Point Lick Terrace, Charleston, WV 25306

Date: February 15, 2023

Fiscal Year: 2022-2023

**Bid Opening:** Bids must be received on or before Friday, March 3, 2023, at 11:00 a.m. in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, 3rd Floor Room 229, Charleston, WV 25301 (PO Box 3627, Charleston, WV 25336)

### INSTRUCTIONS TO VENDORS:

**\*PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR BID**

1. Bids must be received in a sealed envelope with the due date and time that bids are due on the outside of the envelope. Faxed or electronically transmitted bids will not be accepted.
2. Bid must be F.O.B. Delivery Point, unless otherwise indicated in the 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 Kanawha County Commission.

Item No.	Description	Bid Amount
1	Provide & Install Two (2) Concrete Pavilion Foundations for the Ken Ellis Memorial Park per the Attached Bid Specifications	\$ _____

Written Bid Amount: \_\_\_\_\_ Dollars

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

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

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

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

# SPECIFICATIONS

COUNTY COMMISSION OF KANAWHA COUNTY  
CHARLESTON, WEST VIRGINIA

**ITEM:** Request for Quotations to Provide & Install Two Concrete Pavilion Foundations for the Ken Ellis Memorial Park

**LOCATION:** 714 Point Lick Terrace, Charleston, WV 25306

<b>CONTACT:</b>	<u>Questions Regarding Bid Submission:</u>	<u>Questions Regarding Specifications :</u>
	Jerie Whitehead Purchasing Director Kanawha County Commission 407 Virginia St., East P.O. Box 3627 Charleston, WV 25336 <a href="mailto:jeriewhitehead@kanawha.us">jeriewhitehead@kanawha.us</a>	Joe Cook Ken Ellis Memorial Park 714 Point Lick Terrace Charleston, WV 25306 304-550-8240

**QUOTATION DUE DATE:** **Bids must be received on or before Friday, March 3, 2023, at 11:00 a.m. in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, 3rd Floor Room 229, Charleston, WV 25301 (PO Box 3627, Charleston, WV 25336). *Faxed or electronically submitted bids will not be accepted.***

The following Request for Quotations is intended to describe the need for two concrete pavilion foundations at the Ken Ellis Memorial Park 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 Ken Ellis Memorial Park. Where brand names may be used, the words "or equal" are assumed to follow.

- SPECIFICATIONS:**
1. Two (2) concrete pavilion foundations for two (2) 20 x 40 shelters or shelter kits for the Ken Ellis Memorial Park per the attached Construction Document prepared by ZMM Architects and Engineers which includes a full foundation 30 ½" deep, Calcium Chloride is not to be used on this project, 80 pieces of rebar are to be bent for the turn down for the two pads, and metal wire is to be used in the concrete and not fiber per the Construction Document prepared by ZMM Architects & Engineers which is attached to these Bid Specifications. Please contact Joe Cook at 304-550-8240 to obtain a full-size copy of the construction document from ZMM Architects and Engineers.
  2. **Shelter Pad #1 has already been graded and rocked. Shelter Pad #2 will need to be graded and rocked.**
  3. To schedule a time to visit the site, please contact Joe Cook at 304-550-8240.

4. Warranty terms are to be included with the bid documents.

**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.

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.

**INSPECTION OF WORK AND CORRECTION OF DEFECTS**

All work under this contract shall be subject to inspection by the Federal Occupational Safety & Health Administration (OSHA), the Kanawha County Commission, the State of West Virginia 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, 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 a 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 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. 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**

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 commencement of work.

### **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 named as additional insured is to be submitted by successful bidder prior to commencement of work.

**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. Copy of a current West Virginia Contractor's License
2. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Kanawha County Commission and Ken Ellis Memorial Park named as additional insured
3. Proof of a current Workers' Compensation Insurance policy.
4. Name, address and telephone number of three commercial references where contractor has provided concrete foundations. Please provide installation dates.
5. Complete and have on file a State of West Virginia "No Debt Affidavit" and Internal Revenue Service Form W-9.

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

**Required Forms:** Vendor shall complete and submit, or have on file with the County, a Vendor Registration and Disclosure Statement Form, Form W9 and a State of West Virginia No Debt Affidavit.

**Bid Documents:** Once bids are unsealed, all bid documents become public record.

**Price:** Vendor shall not, without Buyer's written consent, bill at a higher price than stated in the bid document

**Withdrawal of Bids:** Any bidder may withdraw their Bid, either personally or by written request, at any time prior to the scheduled time for opening the Bids. No bidder may withdraw their 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 this period.

**Rejection of Bids:** 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 Kanawha County Sheriff's Office, and to waive any informality in bidding.

**MAJOR CODES AND STANDARDS**

1. INTERNATIONAL BUILDING CODE
2. AISC 360-16 STEEL DESIGN MANUAL
3. ACI 318-19 CONCRETE STRUCTURE DESIGN AND CONSTRUCTION
4. ASCE 7-16 MINIMUM DESIGN LOADS AND OTHER CRITICAL EFFECTS
5. ASCE 5-16 SEISMIC AND WIND DESIGN FOR STRUCTURES
6. AIAA 10-1000 AIRCRAFT DESIGN
7. AIAA 10-1000 AIRCRAFT DESIGN
8. AIAA 10-1000 AIRCRAFT DESIGN
9. AIAA 10-1000 AIRCRAFT DESIGN
10. AIAA 10-1000 AIRCRAFT DESIGN

**DESIGN LOADS**

1. DEAD LOAD (DL) - PER ACI 318-19
2. LIVE LOAD (LL) - PER ACI 318-19
3. WIND LOAD (WL) - PER ASCE 7-16
4. SEISMIC LOAD (SL) - PER ASCE 7-16
5. AIRCRAFT LOAD (AL) - PER AIAA 10-1000
6. IMPACT LOAD (IL) - PER AIAA 10-1000
7. COLLISION LOAD (CL) - PER AIAA 10-1000
8. THERMAL LOAD (TL) - PER AIAA 10-1000
9. ICE LOAD (IL) - PER AIAA 10-1000
10. HAIL LOAD (HL) - PER AIAA 10-1000

**GENERAL NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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**FOUNDATION**

1. ALL FOUNDATIONS SHALL BE CONCRETE.
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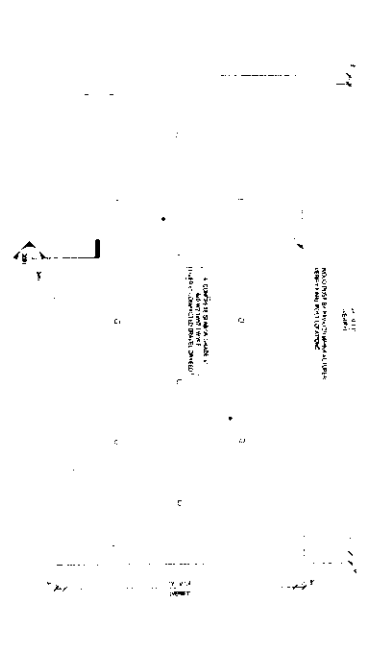
**CONCRETE**

1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH.
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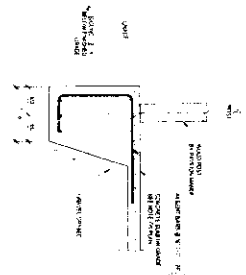
**REBAR DEVELOPMENT LENGTH IN CONCRETE**


BAR SIZE	DEVELOPMENT LENGTH (L <sub>d</sub> )
#3	12" (12d)
#4	16" (16d)
#5	20" (20d)
#6	24" (24d)
#7	28" (28d)
#8	32" (32d)
#9	36" (36d)
#10	40" (40d)
#11	44" (44d)
#12	48" (48d)
#13	52" (52d)
#14	56" (56d)
#15	60" (60d)
#16	64" (64d)
#17	68" (68d)
#18	72" (72d)
#19	76" (76d)
#20	80" (80d)
#21	84" (84d)
#22	88" (88d)
#23	92" (92d)
#24	96" (96d)
#25	100" (100d)

**1 FOUNDATION PLAN**



**2 TYP. THICKENED SLAB FOOTING**



	<p><b>CONCRETE PAVILION FOUNDATION</b>                  AT  <b>JOE COOK/KEN ELLIS MEMORIAL PARK</b>                  417 POINTLICK TERRACE, CHARLESTON, WV 25306</p> <p><b>CONSTRUCTION DOCUMENTS</b></p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE										<p>DATE</p>
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<p>PROJECT NO. 2021-001</p> <p>DATE 08/19/2022</p> <p>CONTRACT NO. 2021-001</p>	<p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 08/19/2022</p>	<p>S001</p>													