

# KANAWHA COUNTY 4-H FOUNDATION

1400 Camp Virgil Tate Road  
Charleston, WV 25312

## Request for Quotations

Re: Request for Quotations for Water Line Replacement at Camp Virgil Tate

Date: September 7, 2023

**Mandatory Pre-Bid:** A Mandatory Pre-Bid will be held on Thursday, September 28, 2023, at 9:00 a.m. at the Camp Virgil Tate Dining Hall located at 1400 Camp Virgil Tate Road, Charleston, WV 25312

**Bid Opening:** Quotations must be received on or before Friday, October 6, 2023, at 11:15 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 VENDORS:

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

1. Quotations must be received in a sealed envelope with the date and time 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 bid.
3. All bids should be signed and in ink, showing all facts and the total amount of the bid.
4. The Kanawha County 4-H Foundation reserves the right to accept or reject in part or in whole any bid submitted, whichever is in the best interest of the 4-H Foundation.

ITEM	DESCRIPTION	BID AMOUNT
1	Request for Quotations for Water Line Replacement at Camp Virgil Tate per the Attached Specifications	\$ _____

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

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

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

WV Contractors License #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

# KANAWHA COUNTY 4-H FOUNDATION

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Charleston, WV 25312

## Request for Quotations

**ITEM:** Request for Quotations for Water Line Replacement at Camp Virgil Tate

**LOCATION:** Camp Virgil Tate  
1400 Camp Virgil Tate Road  
Charleston, WV 25312

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

All Other Inquiries  
Jason Young, Manager  
Camp Virgil Tate  
1400 Camp Virgil Tate Road  
Charleston, WV 25312  
Telephone (304) 984-3311  
[jason.young@campvirgiltate.com](mailto:jason.young@campvirgiltate.com)

The following Request for Quotations is intended to describe the needs of Camp Virgil Tate for Water Line Replacement at Camp Virgil Tate at Camp Virgil Tate, 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 4-H Foundation. Where brand names may be used, the words "or equal" are assumed to follow.

### **Bid Specifications for Water Line Replacement at Camp Virgil Tate**

**Project Overview-** Replace all water lines at Camp Virgil Tate. Installation of two taps in the existing 8-inch line, installation of two 48-inch concrete vaults with isolation valves and, backflow preventers. Backflow preventers to be tested after installation by the contractor. Installation of approximately 1,100 linear feet of 2-inch Yelomine pipe; 1,000 linear feet of 1-inch CTSPE pipe rated at 250p.s.i.; 1,500 linear feet of ¾-inch CTSPE pipe rated at 250p.s.i. All footages to be determined by the contractor. Installation of one frost-free yard hydrant, located at High Tunnel. Connect new lines at appropriate buildings and locations at Camp Virgil Tate. Each connection will include a plastic meter box 24" in diameter, containing an isolation valve and ¾-inch pressure regulator. Bed all pipe with construction sand. Backfill trenches with original material and original compaction. Re-seed and mulch areas. Repair any concrete cut. See Proposed Map Attached.

**Specifications:**

- 2-inch Yelomine pipe for trunk lines
- 1-inch CTSPE pipe rated at 250p.s.i. for "Boone" Maxwell Lodge, Horse Complex and, Tan House
- ¾-inch CTSPE pipe rated at 250p.s.i. for Cottages and Stone House and Yard Hydrants
- Pipe to be buried below frost line, minimum depth of 24"
- Pipe to be bedded with construction sand
- Contractor responsible for testing after Backflow Preventer installation
- No compaction test is needed for filling trenches
- Use appropriate grass seed for coverage, appropriate coverage of seed to prevent wash-away and mitigate bird damage
- Concrete/road surface repairs to be made using appropriate materials for the repair
- Contractor to verify linear feet of needed pipe.

**General Information:**

When submitting bids, we ask that respondents follow and submit the following best practices: all items bid in the construction process require shop drawings, samples, cut sheets, warranty papers, and certification that meet minimum ASTM standards. The Kanawha County 4-H Foundation has a right to deny any material that is substandard or not specified in the original bid. Any substitutions of product must be agreed to in writing. If used, all hoisting equipment shall be properly assembled and maintained. All employees and contractor must be familiar with hoisting equipment. If motorized manlifts are utilized, operators of said equip must be certified to use that equipment. Contractor is to provide a detail of timetable and scope of work for any and all areas of work to be performed. There will be a written guide check-sheet of the work in-progress as well as digital record of work in-progress for documentation. Photos and images are required by Camp Virgil Tate.

The Kanawha County 4-H Foundation reserves the right to accept or reject any part or total bid provided. Actual construction scheduling of individual projects can vary, but must be coordinated with operations and Executive staff at Camp Virgil Tate.

**Job site expectations:**

- Materials stored on job site must be properly stored and protected from elements.
  - All rolled product must be stored on end.
- Devices and structures must be installed to protect all buildings, building attachments, grounds, plantings, and other existing entities to prevent damages. Contractor accepts all liability to protect structures from weather once the area(s) are exposed.
- Contractor is responsible for the protection of all materials from damage or theft including contractor equipment. Camp Virgil Tate is not responsible for any damage, theft, or loss of product or contractor equipment.
- All best practices for safety and safety standards will be followed.

- Professional and respectful attitudes are expected of all contracted employees, and public and open areas are to be kept safe with hazards clearly marked.

#### **Inspection of work:**

- At each phase, a designated individual from the respondent and a designated individual from Camp Virgil Tate will inspect the work done thus far, and agree in writing that work has been completed in good standing.
- Both parties must agree in writing on the structures or materials that need to be replaced, if any.

#### **Schedule of Payment:**

- Requirements for payment
  - There will be NO upfront distribution at the time of signing the contract.

#### **Warranties and Bonds:**

- Contractors Guarantee
  - Submission detailing all covered items of work for a min of 5 years warrantied.
  - Contractor warrants that all work performed under the contract is free of any defective material or workmanship.
- Manufacturer's Guarantee
  - Submission detailing all covered items warrantied for a min of 40 years.

**\*\*\*This is NOT a contract and responding to this bid in NO way guarantees selection. Respondents must follow all local regulations, safety considerations, and business practices. Respondents must also be appropriately bonded and insured appropriately bonded and insured.\*\*\***

### **REQUIREMENTS**

1. Contractor is responsible for obtaining & posting all permits and paying all fees
2. Include warranty details with the bid documents
3. 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. Current wage rates are available at <https://www.wdol.gov/dba.aspx>.
4. Only competent workmen who satisfactorily perform their duties shall be employed on this project. Contractor shall discharge and shall not re-employ on this project any person who is disorderly, dangerous, insubordinate, incompetent or otherwise objectionable or who uses alcohol or illicit drugs on the job site.
5. List a minimum of three (3) commercial references for similar projects

6. A 5% bid bond is required to be submitted with the bid documents
7. Asbestos inspections and abatement (if required) are the responsibility of the owner
8. The Contractor is responsible for all required notification and permitting requirements concerning the project. Copies of all documents are to be forwarded to the Kanawha County Commission Purchasing Department.
9. The Contractor shall be responsible for all damages to persons or property that may occur as a result of the Contractor's fault or negligence until the completion of the project and final acceptance by the Kanawha County Commission.

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

In the event the Kanawha County Commission and/or Camp Virgil Tate, should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor's actions associated with the activities described herein, Contractor shall reimburse the Kanawha County Commission and Camp Virgil Tate for all attorney's fees associated with the defense of same and also reimburse the Kanawha County Commission and/or Camp Virgil Tate for any fines, penalties and other costs paid as a result of Contractor's actions.

10. 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 Camp Virgil Tate 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.
11. No bid shall be withdrawn for a period of ninety days after the time of the bid opening without the consent of the owner.

### **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. A copy of the current Davis Bacon Wage Rates are available at <https://www.wdol.gov/dba.aspx>. Contractor is to submit certified payroll records for the period included with 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.

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

All work under this contract shall be subject to inspection by the Kanawha County Commission, Camp Virgil Tate and the West Virginia State Fire Marshal at all reasonable times. All such inspection(s) shall be performed in a manner as will not unduly delay the work.

Contractor warrants that the services and work are to be rendered and completed in a manner acceptable to the Kanawha County Commission and Camp Virgil Tate 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, Camp Virgil Tate may require the Contractor to remedy, by whatever means necessary, and at no additional cost to Camp Virgil Tate, any failure by the Contractor to comply with the Contractor's obligations and to those State, Federal and Local Regulatory agencies having jurisdiction over the activities associated with the scope of work defined herein or as may be amended and mutually agreed upon by both parties in the future.

## **DISPUTES & ARBITRATION**

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

a civil action in the Circuit Court of Kanawha County for the purpose of resolving such dispute; however, a request for arbitration shall not be a prerequisite to filing a civil action to settle any such dispute.

- C. Where the parties have submitted any question to arbitration as herein provided, the award of arbitrators shall be final and conclusive upon said parties with reference to the question so submitted and any judgment may be entered upon it in accordance with the provisions of Article 10, Chapter 55 of the Code of West Virginia, 1931, as amended.

### **LIQUIDATED DAMAGES**

Contractor will be charged \$50 per day in liquidated damages for each day the agreed upon completion date is exceeded. **The Kanawha County 4-H Foundation and the Contractor will agree upon the completion date prior to the commencement of work.** Liquidated damages do not apply to delays caused by circumstances beyond the Contractor's control.

### **COMPLIANCE WITH LAWS**

The Contractor shall complete such action as is required to become fully informed of all State and Federal laws and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work. The Contractor shall, at all times, observe and comply with and shall cause all the Contractor's agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations orders and decrees. The Contractor shall further protect and indemnify the Kanawha County Commission and Camp Virgil Tate from any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees.

### **STANDARDS OF QUALITY AND CODES:**

All work must conform to all rules and regulations of all governmental authorities and agencies having jurisdiction over the project, including, but not limited to:

1. WV Building Code
2. Federal Occupational Safety & Health Administration Regulations (OSHA)
3. WV Department of Environmental Protection
4. WV Bureau of Public Health
5. WV State Fire Marshall
6. WV Department of Natural Resources
7. WV Department of Labor
8. Kanawha County Commission Planning Department

For the Owner's Record, Contractor is to submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of work.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Work is required to be performed without disrupting the fire department's business. The Contract Work Hours and Safety Standards Act requires overtime pay for laborers and mechanics at a rate of one and one-half times the basic rate of pay for hours worked on covered contracts in excess of 40 hours in a workweek. This Act also requires the assessment of liquidated damages at the rate of \$10 per day for each day that each laborer and mechanic worked without payment of the required overtime compensation. The Act has no job site limitations.

### **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

Title V of the Civil Rights Act of 1964 provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color, or national origin.

Section 3 of the HUD Act of 1968, as amended, provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area and that contracts for work to be performed be awarded to business firms located in or owned in substantial part by persons residing in the project area.

Section 109 of the HUD Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity funded under Title I of the HUD Act of 1974, as amended.

Executive Order 11246, as amended, provides that no persons shall be discriminated against, on the basis of race, color, religion, sex, or national origin in any phase of employment.

Executive Order 11625 provides that grantees establish affirmative action programs for minority business enterprise utilization. Contractors are required to utilize maximum efforts to realize goals set forth in such programs.

### **WORKERS COMPENSATION**

Contractor shall provide worker's compensation coverage for all Contractors' employees. Written documentation that Contractor's workers compensation premiums are current is required to be submitted by successful Contractor prior to the issuance of the Contract.

### **LIABILITY INSURANCE**

Contractor is to provide liability insurance coverage for all vehicles and equipment of Contractor. Proof of a minimum one million dollar per occurrence general liability insurance policy with the Kanawha County Commission and the Kanawha County 4-H Foundation named as additional insureds is to be submitted by successful bidder prior to the issuance of the Contract.

### **TERMS & CONDITIONS**

1. **Rejection of Bids:** The Kanawha County 4-H Foundation reserves the right to reject any and/or all bids, in whole or in part, and to waive any informality in bidding. Once bids are unsealed, all bid documents become public record.
2. **Change Orders:** Any and all additions to the scope of work (Change Orders) must be approved by the Kanawha County 4-H Foundation **prior to the work being performed.** The Kanawha County



4-H Foundation will not guarantee payment for work performed outside of the scope of the bid without prior approval.

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

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

1. Bid Bond in the amount of Five percent (5%) of the total bid amount. Bid Bond is to be in the form of a Cashier's Check or Bid Bond Document.
2. Warranty details
3. Signed and dated bid document

**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 Camp Virgil Tate named as additional insureds.
3. Provide proof that contractor's Workers' Compensation premiums are current.
4. Complete and have on file with the Kanawha County Commission a Vendor Registration Form, "No Debt Affidavit" and Internal Revenue Service Form W-9.