

# KANAWHA COUNTY COMMISSION

P. O. BOX 3627  
407 VIRGINIA STREET, EAST  
CHARLESTON, WEST VIRGINIA 25336

## Request for Quotations

**RE:** Three-Year Contract, to be Renewed Annually, for a Maintenance Service Contract, to Include Preventive, Predictive and Corrective Maintenance, Labor, Inspections, and Emergency Service Labor to Maintain Coverage of the Heating, Ventilating and Air Conditioning Systems, for the Kanawha County Courthouse, Kanawha County Day Report Center, the Kanawha County Judicial Building & Parking Facility, and the W. Kent Carper Justice & Public Safety Complex (Excluding the Two (2) Chillers & the Two (2) Intellipacs)

**DATE:** July 15, 2025

**BID OPENING:** Bids must be received on or before Friday, August 15, 2025, 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 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 and electronically submitted bids will not be accepted.
2. Bid must be F.O.B. Delivery Point, unless otherwise indicated in bid specifications.
3. All bids should be signed and in ink, showing all facts and the total amount of the bid. Once bids are opened, all bid documents become public record.
4. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that the Bid was executed) and delivered to the place where Bids are to be submitted at any time **prior** to the opening of Bids.
5. All bids will remain subject to acceptance for 90 days after the day of the Bid opening, but owner may, at its sole discretion, release any Bid and return the Bid security (if applicable) prior to that date. Bids shall remain in full force and effect during said 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 No.	Description	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
1	*Three-Year Contract to be Renewed Annually for an HVAC Maintenance Service Contract for the Kanawha County Courthouse, Kanawha County Sheriff's Day Report Center, the Kanawha County Judicial Building & Parking Garage and the WKC Justice & Public Safety Complex per the Attached Specifications	September 1, 2025, through June 30, 2026 **\$ _____	July 1, 2026, through June 30, 2027 **\$ _____	July 1, 2027 through June 30, 2028 **\$ _____

**\*Excludes the Two (2) Chillers Located in the Judicial Building & the Two (2) Intellipacs located in the WKC Justice & Public Safety Complex**

**\*\*Please complete Page Two and Page Three and return with this Coversheet as a part of your bid package.**

**PLEASE COMPLETE THE FOLLOWING INFORMATION SHEET (PAGE TWO & PAGE THREE) AND SUBMIT IT, ALONG WITH THE COVER SHEET (PAGE ONE), WITH YOUR BID.**

## **INFORMATION SHEET**

**MAINTENANCE SERVICE CONTRACT  
TO INCLUDE PREVENTIVE, PREDICTIVE AND CORRECTIVE  
MAINTENANCE, LABOR, INSPECTIONS, AND EMERGENCY SERVICE  
LABOR TO MAINTAIN COVERAGE OF THE HEATING, VENTILATING AND  
AIR CONDITIONING SYSTEMS, FOR THE KANAWHA COUNTY  
COURTHOUSE, THE KANAWHA COUNTY DAY REPORT CENTER, THE  
KANAWHA COUNTY JUDICIAL BUILDING & PARKING FACILITY AND THE  
WKC JUSTICE & PUBLIC SAFETY COMPLEX (EXCLUDES TWO (2)  
CHILLERS & TWO (2) INTELLIPACS)**

1. Current WV Contractor's License Number: \_\_\_\_\_
  
2. Material Cost:  
Mark-up on equipment: \_\_\_\_\_ %  
Mark-up on supplies: \_\_\_\_\_ %
  
3. Davis Bacon Wage Labor Rates (for repairs during normal hours) and specialty rates (for other than normal hours and holiday hours); provide wage rates for each classification  

Hourly rate for normal business hours	Classification: _____ \$ _____ per hour
Hourly rate for overtime hours	Classification: _____ \$ _____ per hour
Hourly rate for holidays	Classification: _____ \$ _____ per hour

  

Hourly rate for normal business hours	Classification: _____ \$ _____ per hour
Hourly rate for overtime hours	Classification: _____ \$ _____ per hour
Hourly rate for holidays	Classification: _____ \$ _____ per hour

  

Hourly rate for normal business hours	Classification: _____ \$ _____ per hour
Hourly rate for overtime hours	Classification: _____ \$ _____ per hour
Hourly rate for holidays	Classification: _____ \$ _____ per hour
  
4. Response time for emergency service calls: \_\_\_\_\_ Hour(s)
  
5. Response time for non-emergency service calls: \_\_\_\_\_ Hour(s)

7. Provide evidence that your company has been an established service contractor providing mechanical maintenance service for similar HVAC equipment for a minimum of 5 years.
8. Provide three (3) references in the Charleston area (company, contact person, address and telephone number) for current contracts held by your company **to maintain** and repair systems with similar equipment:
  - A.
  - B.
  - C.

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

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

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

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SPECIFICATIONS**

**MAINTENANCE SERVICE CONTRACT INCLUDING PREVENTIVE,  
PREDICTIVE AND CORRECTIVE MAINTENANCE, LABOR, INSPECTIONS,  
AND EMERGENCY SERVICE LABOR TO MAINTAIN COVERAGE OF THE  
HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT  
(EXCLUDING TWO (2) CHILLERS & TWO (2) INTELLIPACS) FOR THE  
KANAWHA COUNTY COURTHOUSE, THE KANAWHA COUNTY DAY  
REPORT CENTER, THE KANAWHA COUNTY JUDICIAL BUILDING &  
PARKING FACILITY AND THE WKC JUSTICE & PUBLIC SAFETY COMPLEX**

The following specifications are intended to describe an HVAC Maintenance Service Contract and the details contained in these specifications 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. All specifications are minimum requirements.

**Contact Persons:** To schedule a time to visit the facilities, please contact Mike Moles, Maintenance Director, at (304) 533-7888

**Bid Closing Date:** Bids must be received on or before Friday, August 15, 2025, at 11:00 a.m., in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Third Floor, Room 229, P.O. Box 3627, Charleston, WV 25336.

**Scope of Service** The objective of this request is to obtain a maintenance service contract including preventive, predictive and corrective maintenance labor, inspections, and emergency service labor to maintain coverage of the Heating, Ventilation, and Air Conditioning System (excluding the two (2) chillers & the two (2) Intellipacs), for the equipment located as follows:

The Kanawha County Courthouse (Courthouse), 407 & 409 Virginia Street, East, Charleston, WV

The Kanawha County Day Report Center (Day Report), 900 Christopher Street, Charleston, WV

The Kanawha County Judicial Building & Parking Facility (Judicial Building), 111 Court Street, Charleston, WV (excluding the two (2) chillers)

The WKC Justice & Public Safety Complex (WKCJ&PSC) 301 Virginia Street, East, Charleston, WV (excluding the two (2) intellipacs)

Coverage includes all labor, for the predictive, and preventive maintenance and any materials to perform such, the labor rate for repair of equipment, and the percentage markup for repair material cost. The owner is responsible for the purchase of the equipment and materials. The owner reserves the right to obtain pricing from other vendors for equipment replacement/repairs.

**“Owner”** The Kanawha County Commission shall hereinafter be referred to as the “Owner.”

**“Contractor”** The successful vendor shall hereinafter be referred to as the “Contractor”.

**“The Contract”** as herein stated, shall mean the agreement between the Owner and Contractor to provide maintenance and repair services from a single, responsible bidder capable of providing the services described within this agreement.

**“Preventive Maintenance and Repair”** as herein stated, shall be defined as providing all necessary labor, materials, supplies, supervision and services that will allow for the Contractor to pre-plan and schedule inspections and replacement of parts and materials prior to the failure or wear-out period of the part or material. Contractor is to maintain all covered equipment in prime operating condition consistent with manufacturers’ service recommendations. If failure of part is found, then the Contractor will provide the labor and allow a markup for supplies and equipment as specified within this bid document. It is not intended that this Preventive Maintenance and Repair Service be subcontracted out to another vendor, nor is it allowed without prior approval from the Owner.

**“Corrective Maintenance,”** as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a HVAC system, (i.e. Repair.)

**“Predictive Maintenance,”** as herein stated, shall mean maintenance actions taken that will allow the prediction of equipment wear. These actions are in the form of test or inspection.

**“Competent Mechanic”** as herein stated, shall mean a journeyman mechanic.

**“Owner’s Representative,”** as herein stated, shall be defined as that person so designated by the Business Manager of the Owner. This representative will normally be the Building Maintenance Supervisor in charge of the Building.

#### **Safety Regulations**

It is the responsibility of the Contractor to insure that ALL Occupational Safety & Health Administration regulations applying to this job are adhered to at all times.

#### **Changes in Work**

The Owner may order in writing or make changes to the contract by altering, adding to or deducting from the Contract Sum and Time of Performance being adjusted accordingly. Estimate and acceptance of a lump sum shall determine the value of any such change. Work that is to be billed outside of the contract, must be requested in writing by the Contractor and approved in writing by the Owner before executing the work involved.

#### **Time of Performance**

The contract covers a period of three years, to be renewed annually. After the first year, the contract will be renewed on an annual basis. The Contractor will be required to perform Annual Stop Inspection Services on the air conditioning equipment, as detailed in these minimum Specifications during the normal down time of the air conditioning equipment, normally the month of December through February of each year.

#### **Termination of Contract**

The contract may be terminated if the Contractor neglects or fails to perform work as stipulated. The Owner is to give written notice of at least 30 calendar days indicating specific faults or failures prior to termination. The Owner may also elect to terminate upon each year anniversary at its discretion.

The contractor may terminate the contract if the owner fails to pay as stipulated, or if the owner, through acts of neglect, prevents the Contractor from performing as specified. The Contractor must give written notice of at least 30 calendar days indicating specific reason, prior to any termination.

#### **Payment**

The bid amount will be divided in equal amounts for the months covered, and payment will be made after receipt of Contractor’s monthly invoices. Invoices for work other than preventive and predictive

maintenance will be processed for payment upon receipt. Pursuant to WV Code §7-5-7, a check shall be issued within sixty (60) days after a legitimate uncontested invoice is received.

#### **Insurance Requirements**

It shall be the responsibility of the successful Contractor to maintain Worker's Compensation and Unemployment Insurance, Property Liability Insurance, Property Damage Insurance, and Vehicle Liability Insurance during the time any of Contractor's personnel are working on Owner's property. A minimum one million dollar per occurrence commercial general liability insurance policy with the Kanawha County Commission named as additional insured is to be provided by the successful bidder prior to the award of the contract. All insurance companies shall be authorized to do business in the State of West Virginia.

#### **Performance of Work**

The Contractor shall perform the maintenance as herein specified by trained, skilled, professional, craftsmen who are familiar with routine inspection, preventive maintenance and repair procedures identified in these Specifications, and who are directly employed by the Contractor.

#### **Subcontracted Work**

In the event any portion of the Contractor's work is subcontracted, the Contractor must submit in writing to the Owner the subcontractor's name and address, and description of work to be performed for the Owner's approval. Under no circumstances shall the subcontracted amount exceed 10% of the total bid proposal. No subcontractor shall relieve the Contractor of its obligation and liability under its contract with the Owner.

#### **Competency and Experience of Contractor**

Bids will only be considered from Contractors who can affirmatively demonstrate and give evidence showing that they are and have been for a minimum period of 5 years, an established Contractor providing mechanical maintenance service on HVAC equipment.

#### **Parts Availability**

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for routine expendable parts and normal yearly replacement parts. The Contractor has the option of stocking parts locally or having access to immediate delivery of parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the Contractor is expected to have emergency parts available at no additional cost to the Owner in a reasonable length of time (24 Hours) to minimize equipment down time.

#### **Service and Materials**

Contractor, to the satisfaction of Owner, shall perform all of the work described herein and/or the applicable drawings and specifications which may have been made available to Contractor. Contractor shall furnish, at Contractor's expense, all labor, travel expenses, materials, tools, gauges, testing, apparatus, machinery and equipment necessary to complete performance of the work herein described. The work to be performed and materials, etc. to be furnished shall be collectively known as "services" and are to be furnished for the proper execution and completion of specifications and any drawings.

#### **Owner Acceptance**

All work and principal products shall conform to the scope of service. The Owner shall not consider conditions of this contract complete until the Contractor has provided the required documentation and has obtained final acceptance from the Owner.

**Storage Space**

It is understood that the Owner does not have storage space available to the Contractor. Any storage needs must be off site and the responsibility of the Contractor, other than a minimal space for routine parts. The location is to be agreed upon by both parties.

**Combustible Material**

All combustible materials shall be handled and stored in compliance with the Owner, and all state and federal safety codes and regulations. Thinners, fluid and loose dry products being used by the Contractor on site shall be kept covered at all times.

**Waste Oil**

Disposal of all "waste oil" will be the responsibility of the Contractor. Waste oil will constitute any oil removed from any piece of equipment that is a part of this specification. Since the Owner is the generator of the oil, and since the Owner is concerned with protecting the environment, all oil removed from serviced equipment will be classified as "waste oil" and is to be disposed of within the guidelines of EPA regulations. This includes all reports and manifests associated with tracking the waste oil to its final disposition.

**Owner Training**

Upon request, the Contractor will provide, free of charge, formal/informal training to the Owner so that he understands the operation and diagnostic procedures necessary to keep the equipment operating in the most beneficial manner. Any training beyond this shall be defined and agreed upon by both parties.

**Equipment Information/Improvements**

The Contractor shall keep abreast of all equipment changes and product improvements and will continually explore new and better methods of higher technology that will enhance the Owner's preventive maintenance service contract capabilities, and enhancements to operations. It shall be the Contractor's duty to notify the Owner of these changes, improvements, and methods, as they occur, so that the Owner may enhance his operations and maintenance program.

**Site of Work**

By executing this contract, the Contractor represents that its representative has visited the site, familiarized himself with the existing equipment and local conditions under which the work is to be performed, and correlated his observations with the requirements of the contract and all related documents.

**Hazards Communication Program**

Owner is committed to providing each of its employees, its visitors, and its contracted support personnel a safe and healthy work environment. It is recognized that we are dependent on the use of material and processes that are potentially hazardous. When using these materials it is imperative that the Owner's persons are informed as to the hazards and to the appropriate protective measures needed in the event of a problem.

**Working Hours**

Services performed under this contract including major repairs, except for unscheduled or emergency services, are to be provided during the Contractor's normal working hours. Certain services may be required to be performed outside of the Contractor's normal working hours and will be compensated at the appropriate overtime rates. Services requested by Owner, which are not covered in the contract, will be invoiced at the Contractor's Davis Bacon wage rates and parts charges.

### **Exclusions**

Unless otherwise stated herein, this contract shall not include items which are not normally subject to mechanical maintenance, including, but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers.

Not included in the contract are repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, corrosion, erosion, deterioration due to unusual wear and tear (unless otherwise specifically agreed), or any other cause beyond the Contractor's control.

Not included is the identification, detection, abatement, encapsulation or removal of asbestos, or products or materials containing asbestos or similar hazardous substances.

In the event that the Contractor encounters any asbestos product or any hazardous material in the course of performing its work, the Contractor shall discontinue its work, **and immediately notify the Owner**. If warranted, the Contractor has the right to remove its employees from the project, or that portion of the project wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated or removed, and/or it is determined that no hazard exists. The Contractor shall receive an extension of time to complete its work hereunder for delays encountered as a result of such situation and correction of same.

### **Warranty**

The Contractor guarantees that all service provided under this contract shall be performed in a workmanlike manner. Any claim for defective workmanship must be provided to the Contractor by written notice upon which Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the Owner. The Contractor also warrants against defects in materials, and workmanship of all the Contractor part(s) or component(s) supplied hereunder for a period of one year from date of installation or until the termination date of this contract. If any parts or components should prove defective during the aforementioned warranty period, the Contractor will at its option repair, replace or issue credit for any such items provided that they were not damaged, abused, or affected by chemical properties.

This warranty is in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose.

The Contractor's obligation to repair, replace, perform a service, or issue credit for any defective part(s), components(s) or service shall be Owner's exclusive remedy under this contract.

Part(s), components(s) or services furnished by others to the Contractor carry the same guarantee to the Owner as the Contractor receives. If the Owner requests parts or services not included in this contract, it is agreed that all requested part(s), components(s) or services supplied by the Contractor will be accepted subject to the Contractor Conditions of Sales issued with each order.

### **Owner's Responsibilities**

To allow the Contractor to properly perform the service included in this contract, Owner shall Permit access to Owner's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service. Promptly notify the Contractor of any unusual operating conditions.

Upon **agreement of a timely mutual schedule**, the Owner shall allow the Contractor to stop and start equipment necessary to perform service.

Where the Contractor's remote monitoring service is provided, the Owner is to provide and maintain a telephone line with long distance direct dial and answer capability.

#### **Delays**

Delays occasioned by conditions beyond the reasonable control of either party shall not be the liability of either party to this contract.

#### **Emergency Service (Unscheduled Service)**

Emergency Service (Unscheduled Service) shall be provided when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Emergency service shall include service 365 days per year, 24 hours a day, within 4 hours of the emergency request (this is a billable service; unscheduled labor rates are to be included in the bid documents). Current Davis Bacon Wage Rates are to be used for all Contractor personnel.

#### **Parts Replacement**

Replacement parts, oil lubricants, materials and supplies are included as necessary to maintain stock parts. The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for routine expendable parts, normal yearly stop replacement parts, where applicable. The Contractor has the option of stocking locally or having access to immediate delivery for the purpose of providing unscheduled service parts on an emergency basis.

All parts used for replacement from normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer. All of the parts and materials shall be new and equal to and/or better than the existing parts.

#### **Repair Services**

Defined below are allowable charges that are not considered a part of the base agreement and **are billable charges with owner approval**.

#### **Minor Repairs**

Minor repairs shall consist of tasks which are performed on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacement of routine expendable parts, controls, switches and indicator lamps.

#### **Major Repairs**

Major repairs consist of the repair or replacement of moving parts, motor starters, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond Contractor's control) as stated in General Provisions, including dip and bake motor windings, where applicable.

#### **Refrigerant Handling Requirements:**

Successful contractor shall make every effort to eliminate, where possible, or vigorously reduce the emission of refrigerants into the atmosphere, which results from the service, and maintenance of HVAC equipment.

Contractor must have recovery equipment available and be familiar with its operation. In no case will venting of refrigerant while servicing the equipment be acceptable. Equipment taken out of service must have the refrigerant recovered before discarding old equipment. When a system is opened for component replacement, the refrigerant must first be recovered.

**Filter Service:**

Monthly filter service for the Kanawha County Courthouse Building and the two (2) split heat pump systems located on the first floor of the Judicial Building are the responsibility of the owner and are not a part of this contract.

**Documents Required by Apparent Low Bidder Prior to Award of Contract**

1. Proof that a minimum one million dollar per occurrence commercial, general liability insurance policy with the Kanawha County Commission named as additional insured is to be provided by the successful bidder prior to the award of the contract.
2. Certification that Workers' Compensation and Unemployment Premiums are current.
3. Required Forms: Vendor shall complete and submit, or have on file with the County, a Vendor Registration and Disclosure Statement Form, "No Debt Affidavit" and W-9.
6. Licenses and Permits: Successful bidder is responsible for obtaining all necessary licenses and permits.
7. OSHA Regulations: All Federal Occupational Safety & Health Administration Regulations must be followed by all contractor personnel while performing work for the Kanawha County Commission.

**TERMS & CONDITIONS:**

1. The Contractor is responsible for all required notification and permitting requirements. Copies of all documents are to be forwarded, to the Kanawha County Commission Purchasing Office.
2. 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.
3. 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.
4. In the event the 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 Commission for all attorney's fees associated with the defense of same and also reimburse the Commission for any fines, penalties and other costs paid as a result of Contractor's actions.
5. Current Davis Bacon Wage Rates, as established by the most recent publication of those rates, are required to be paid, for all non-exempt work performed by the Contractor. All payroll records are to be submitted to the Kanawha County Commission Purchasing Department. 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.

6. Inspection of Work - All work under this contract shall be subject to inspection surveillance, and testing by the Commission at all reasonable times, both within the Project Area herein described and elsewhere. All such inspection(s) shall be performed in a manner as will not unduly delay the work.
7. Contractor warrants that the services and work are to be rendered and completed in a manner acceptable to the Commission and within the stated time. At any time during the performance of the work described or contemplated herein, the 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.
8. Disputes - 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.

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.

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.

9. Compliance with Laws - The Contractor shall complete such action as is required to become fully informed about 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 its officers and agents, 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.

In the event the 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 Commission for all attorney's fees associated with the defense of same and also reimburse the Commission for any fines paid as a result of Contractor's actions.

10. 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:

- 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

For the Owner's Record, 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.

11. The Copeland "Anti-Kickback" Act - The Copeland Anti-kickback Act makes it a crime for anyone to require any laborer or mechanic employed on a Federal or Federally Assisted project to Kickback any part of his or her wages.

12. Contract Work Hours and Safety Standards - 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.

13. 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.

14. Workers Compensation & Unemployment Premiums - 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 the successful bidder prior to commencement of work.
15. Liability Insurance - Contractor is to provide liability coverage for all vehicles and equipment of Contractor with total limits of one million dollars (\$1,000,000) per occurrence. Prior to commencement of the project, successful Contractor is to provide proof of a minimum one million dollar (\$1,000,000) per occurrence, commercial general liability insurance policy with the Kanawha County Commission named as additional insured.
16. Once bids are opened, all bid documents become public record. The Kanawha County Commission reserves the right to reject any and/or all bids and to waive any informality in bidding.