

**Invitation for Bids**

**Upshur County Courthouse: Rear Stairwell Rehabilitation Project**

*Publish: April 3 and April 10, 2024*

Project Location: Upshur County Courthouse located at 40 West Main Street Buckhannon, WV 26201.

The Upshur County Commission is seeking bids for the furnishing of labor, materials and performance of all work set forth in the Request for Proposals. Bid proposals shall include materials, labor, equipment, insurance, taxes, bonds, fees, testing and similar construction related expenses. Work shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

A **mandatory pre-bid site visit** at the Courthouse will be held on April 16, 2024 at 1:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area will be permitted to submit a bid.

The format for submittals and information regarding the scope of work is available from the Upshur County Administrative Office, 91 West Main Street, Suite 101, Buckhannon, WV 26201, or online at <http://www.upshurcounty.org>.

Proposals must be submitted to the Upshur County Administrative Office, 91 West Main Street, Suite 101, Buckhannon, WV 26201 **no later than 4:00 PM on Wednesday, April 24, 2024**. Failure to provide the required information as requested in the RFP for Upshur County's review may result in disqualification.

Proposals received by this deadline will be opened, reviewed and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, April 25, 2024.

All bidders are required to have a valid West Virginia Contractor's License per Section §21-11-11 of the W.Va. Code. Successful bidder will be required to furnish all documentation listed before work may commence.

The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process. This project is being made possible by generous support of the West Virginia Courthouse Facilities Improvement Authority

**APPROVED**

**MAR 28 2024**

**Selection Schedule**

March 29, 2024

RFP document available from Owner

April 16, 2024

1:00 p.m. Mandatory Pre-Bid Meeting

April 24, 2024

Proposals received by Owner no later than 4 p.m.

April 25, 2024

Opening of the sealed bids and anticipated award of contract

**UPSHUR COUNTY COMMISSION**

# REQUEST FOR PROPOSALS

**Upshur County Courthouse:  
Removing Slate Stair Treads and Rehabilitating Rear  
Stairwell Project  
Grant Number: 21cycUpshu2024  
March 28, 2024**



Upshur County Commission

91 West Main Street, Suite 101  
Buckhannon, WV 26201  
304-472-0535

[www.upshurcounty.org](http://www.upshurcounty.org)

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## **Description of Project**

The Upshur County Courthouse is located in the center of downtown Buckhannon, West Virginia, at the intersection of Main Street and Locust Street. The Upshur County Courthouse was constructed between 1899-1901. The Courthouse has been listed on the National Register of Historic Places since December 31, 2009 as part of the Downtown Buckhannon Historic District. Preserving the interior and exterior architecture of this historic structure is important to continue to add historical significance to our quaint community.

The project includes replacing worn slate stair treads/landings and refreshing the rear staircase of the Upshur County Courthouse. The stair treads currently present are significantly worn due to 125 years of wear and tear. The original tread thickness appears to have been 1.25” thick slate approximately 4 feet wide and 12 inches deep. The fronts of some of the treads have worn literally to a point, creating a very dangerous tripping or fall hazard. All of the stairs have depressions on the landing from over a century’s worth of use. The severity of the hazard is further compounded by the fact that the stair is a required means of egress for the first and second floors. Upshur County Employees and Judicial Staff primarily utilize the stairs to access the first and second floors of the building, which houses the 26<sup>th</sup> Judicial Circuit Court and Probation. The base of the stairwell is met by two doors, one entering the postage machine area and the other exits outside. Along with replacing the stair treads and landings, the refresh will entail painting the stair stringers, risers, and existing railings. To become compliant with Life Safety Code and ADA requirements, new, painted pipe railings will be installed continuously along the wall per flight of stair runs that do not already have a wall mounted railing.

## **Scope of Work**

The Upshur County Commission is soliciting proposals from qualified and experienced contractors to furnish labor, materials and performance of all recommendations set forth in the below scope of work. The project cannot begin before June 1, 2024 and must be completed by October 31, 2024 and shall adhere to the *Secretary of the Interior’s Standards for the Treatment of Historic Properties*. The Commission has received the below recommendations for the rear stairwell project:

- (1) Complete removal and disposal of the existing 33 slate stair treads and 3 landings located in the rear of the main Courthouse facility.
- (2) Once the stair treads and landings are removed, apply at least one coat of paint to the stair stringers, risers and railings using the same color pallet as is currently present.
- (3) Install 33 new slate stair treads equivalent in size to the present. Also install 3 landings; 1 square landing approximately 4’ x 4’, and 2 triangular shaped landings in the specified locations.
- (4) The stair treads and landings will be made of slate and will surpass all ASTM Grade S1 requirements.

- (5) Touch up paint after installation, as needed.
- (6) Install new painted pipe railing continuously along the wall per flight of stair runs that do not currently have a handrail.
- (7) Removal and disposal of debris, trash, and remnants from the project.

Due to the nature of the work potentially being excessively loud or disruptive to the daily operations and functions of the Courthouse, the removal and/or installation process may need to be completed after 4pm on weekdays at the discretion of the Upshur County Commission or its designee. Potential bidders must be able to accommodate an after 4pm weekday work schedule should it be deemed necessary.

This project is not subject to Prevailing Wage Rates.

This Request for Proposal (RFP) provides site background information and describes required information to enable qualified contractors to prepare and submit responsive proposals consistent with the required proposal format. The purpose of this specification is to solicit complete and comprehensive proposals from qualified and experienced contractors for the provision of the requested scope of services. Responsive proposals in the required format will enable the Upshur County Commission the ability to select a contractor to provide the requested services. To be considered responsive, sealed proposals must be submitted to the Upshur County Commission at the place and time specified herein and must provide all of the required information relative to content and format specified herein.

#### **Bid Guarantee**

Each bidder shall deposit with the bid, a guarantee for not less than ten percent (10%) of the aggregate amount of the base bid. In lieu of the Bid Bond, the vendor may provide certified checks, cashier's checks or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. Personal or business checks are not acceptable.

#### **Security for Faithful Performance**

Simultaneously with the delivery of the executed contract, the Contractor will be required to furnish a performance bond or bonds as security for faithful performance of the contract and for the payment of all persons performing labor on the project. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.

#### **Mandatory Pre-Site Visit**

A mandatory pre-bid site visit at the Courthouse will be held on Tuesday, April 16, 2024 at 1:00 p.m. Only those individuals/contractors whom visit the site for an initial inspection of the area

will be permitted to submit a bid.

### **Proposal Format**

Proposals must be prepared and submitted in the following format:

- A two-envelope system will be used.  
Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder  
Upshur County Courthouse: Rear Stairwell Project

Envelope No. 2 labeled “Bid Proposal” shall also be placed inside of Envelope #1.

Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance. If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No.1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder.

#### **The following shall be placed within Envelope No. 1:**

- Identification  
Name of company, including phone number, fax number, and mailing and electronic addresses and lead contractor that would be assigned to the project.
- Qualifications and Experience of the Firm
  - a. A brief summary of the contractor’s qualifications and capabilities.
  - b. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information.
  - c. Proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications.
  - d. Description of the approach that will be used to complete the tasks described in this scope of work.
- Preliminary Project Schedule
  - a. Provide a proposed timeline for the commencement, duration and completion of this project while adhering to the mandatory timeframe outlined as after June 1, 2024 and completion before October 31, 2024.
- Contractor shall furnish any and all requested and/or required documentation, including

but not limited to the following:

- Business License
- Contractor's License
- Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon award of the contract, the bid bond will be returned and a performance bond must be obtained and filed with the Upshur County Commission.
- Affidavit of non-collusion
- Any Additional Documentation as Required by the Owner

**Envelope No. 2 shall contain the following:**

- Fee Schedule
  - a. Basis of Bid Pricing Sheet, attached.
  - b. Include standard billing rates and any unlisted project requirement components. Must include a written listing of all assumptions used to prepare price quotations. **Identify suggested products to be used: include manufacturer's product name, make or model number and physical properties, appearance, and other characteristics of the specified product.**

The selected contractor will be required to enter into an agreement with the Upshur County Commission which will include the requirements of this RFP as well as other requirements. By submitting a proposal, the bidder agrees to all of the terms in this RFP.

The selected contractor will ensure that all work is conducted in accordance with federal, state and local laws and regulations.

**Submission**

Interested firms shall submit one (1) original and three (3) copies of the completed proposals marked "Upshur County Stairwell Rehabilitation Project" to:

Upshur County Commission  
c/o Cindy Hughes  
Upshur County Courthouse:  
Rear Stairwell Project  
91 W Main Street, Suite 101  
Buckhannon, WV 26201

Proposals must be received no later than 4:00 p.m. on Wednesday, April 24, 2024.

Submittals that are not received at the designated address on or before the specified deadline will not be accepted. Neither facsimile nor electronic transmissions will be accepted.

### **Evaluation Criteria**

All proposals which are deemed fully responsive to this RFP will be evaluated. To be deemed fully responsive, attendance at the pre-bid meeting as specified above, proposals must be submitted to the Upshur County Commission in the format specified and prior to the deadline at the address specified above. After receipt, proposals will be reviewed for responsiveness on Thursday, April 25, 2024 during the regularly scheduled Commission Meeting held in the Commission Meeting Room located at 38 West Main Street, Room 301, Buckhannon, WV 26201.

The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Bid Pricing Sheet contains alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

The Upshur County Commission reserves the right to reject any and all proposals.

### **Additional Information**

This solicitation for proposals is not a contract nor commitment of any kind.

The Upshur County Commission is not liable for costs nor expenses incurred in the preparation of the bidder's proposal. Notwithstanding any other provision herein, the Upshur County Commission reserves the right in its sole discretion to waive minor technical deficiencies in the proposals.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on Upshur County Commission.

The Upshur County Commission may request clarification and additional information from any proposer.

The Commission may require up to 30 days after opening the proposals to award the contract.

Questions regarding this RFP may be directed to Cindy Hughes, Assistant County Administrator at [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org) or (304) 472-0535 ext. 3 or Greg Harris, Facilities Director, at (304) 472-6717.

The Upshur County Commission prohibits the discrimination of any person based upon actual or perceived race, color, national origin, sex, religion or age. This project is subject to all non-discrimination requirements under federal and state law.



**Bid Pricing Sheet**

Bidder will complete work in accordance with the bidding documents for the following bid price:

<b>Item</b>	<b>Price (\$)</b>
Lump sum price for all material and labor outlined within the scope of work.	
Allowances/Contingencies: _____  Other: _____	
B&O Taxes (if applicable)	
<b>Subtotal</b>	
<b>Total</b>	

Assumptions, if any, on which the guaranteed maximum price is based:

**SELECTION OF ALTERNATES:**

Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Contract.

**Contractor's Representations**

The undersigned bidder certifies that they have:

1. Familiarized themselves with this RFP, acknowledges that guidance should be obtained from *Secretary of the Interior's Standards for the Treatment of Historic Properties*, and agree to provide the required services in accordance with this proposal and all attachments.
2. Visited the site, is familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
3. Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
4. Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

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

By: \_\_\_\_\_

Signature of Person Authorized to Sign

Name of Person Authorized to Sign

Company Name

Company Address and Telephone Number

**Contractor's Certification of Eligibility**

The contractor certifies, by acceptance of this contract and signature on the agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department / agency or any state department / agency.

In addition, the contractor certifies, by acceptance of this contract and signature on the agreement, that no debt in an amount greater than one thousand dollars (\$1,000) is owed to the state or any political subdivision thereof (WV Code §5A-3-10a) and is eligible for the award of this contract.

My signature below indicates and certifies that this information is true and complete to the best of my knowledge and I fully understand the Owner may take appropriate action for making a false statement.

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Please Print Name of Firm; and Name and Title of Individual Signing Certification

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Signature

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Date

**Affidavit of Non-Collusion**

Upshur County, WV

**Upshur County Courthouse: Rear Stairwell Rehabilitation Project**

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_ (name and title) representative for  
\_\_\_\_\_ (vendor) being duly sworn does depose, say and  
certify:

Said vendor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Upshur County Courthouse: Rear Stairwell Rehabilitation Project in Upshur County, WV.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of authorized representative

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing affidavit was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_ representative for \_\_\_\_\_.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Commission expiration date

(seal)

**Drug Free Affidavit**

**\*\*DRAFT\*\* Agreement Between Owner and Contractor**  
**On the Basis of a Stipulated Price**

Date \_\_\_\_\_

**THIS AGREEMENT** is by and between the County Commission of Upshur County, West Virginia (“OWNER”) and \_\_\_\_\_ (“CONTRACTOR”) for the Upshur County Courthouse: Rear Stairwell Rehabilitation Project. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Section 1 – Work**

Contractor shall complete all work outlined within the scope of work, which will include at least the following items:

- (1) Complete removal and disposal of the existing 33 slate stair treads and 3 landings located in the rear of the main Courthouse facility.
- (2) Once the stair treads and landings are removed, apply at least one coat of paint to the stair stringers, risers and railings using the same color pallet as is currently present.
- (3) Install 33 new slate stair treads equivalent in size to the present. Also install 3 landings; 1 square landing approximately 4’ x 4’, and 2 triangular shaped landings in the specified locations.
- (4) The stair treads and landings will be made of slate and will surpass all ASTM Grade S1 requirements.
- (5) Touch up paint after installation, as needed.
- (6) Install new painted pipe railing continuously along the wall per flight of stair runs that do not currently have a handrail.
- (7) Removal and disposal of debris, trash, and remnants from the project.

Due to the nature of the work potentially being excessively loud or disruptive to the daily operations and functions of the Courthouse, the removal and/or installation process may need to be completed after 4pm on weekdays at the discretion of the Upshur County Commission or its designee. Potential bidders must be able to accommodate an after 4pm weekday work schedule should it be deemed necessary.

Contractor shall verify and be responsible for all field dimensions and conditions and shall notify Owner of any discrepancies before proceeding with the project.

Contractor shall be responsible for paying all state and local B&O taxes.

Permits must be obtained by Contractor prior to construction.

### **Section 2 – Time Period for Project Completion**

Contractor shall coordinate work schedule with the Owner so as not to interfere or disturb ongoing building use and function. The project cannot begin before June 1, 2024 and must be completed by October 31, 2024. Liquidated damages in the sum of one hundred fifty dollars (\$150) will be charged for each consecutive calendar day thereafter unless a written extension approval is provided. Written request for additional time required due to unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of the event causing the delay.

### **Section 3 – Required Documentation from Contractor**

Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:

- Business License
- Contractor's License
- Certificate of Insurance - at least \$1,000,000 liability limit with Upshur County Commission named as an additional insured
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- Bid bond in the amount of ten percent (10%) of the proposal. The bond shall be issued by an insurance company licensed to do business in West Virginia or in the form of a certified check, cashier's check or irrevocable letter of credit. Upon award of the contract, the bid bond will be returned and a performance bond as security for faithful performance under this contract must be obtained and filed with the Upshur County Commission. The surety on such bond or bonds shall be from a duly authorized surety company satisfactory to the Owner.
- Affidavit of Non-Collusion
- Proof that all municipal business and occupation taxes levied or accrued against the contractor have been paid and a certificate of good standing from the Tax Commissioner are required before the final payment will be made, pursuant to WV Code §11-10-11(d).
- Any Additional Documentation as Required by the Owner

### **Section 4 – Sub-Contractor Restriction**

Contractor shall not employ any sub-contractor to complete any work for any portion of this project without expressed written approval from the Owner. The use of a subcontracted WV licensed asbestos contractor is exempt from this provision and does not require prior approval.

### **Section 5 – Bid Price for Project**

Bidder will complete work in accordance with the bidding documents for the following bid price:  
\$ \_\_\_\_\_.

### **Section 6 -- Change Orders**

A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the project time schedule, if any. Any work that is beyond the scope of the work specified for the project or that modifies the work specified for the project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, the Contractor will proceed to perform the work without delay, and the Commission may issue a construction change directive or field work order to document the change and the basis on which work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.

### **Section 7 – Payment Procedures**

The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Owner. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly. Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Owner will review the payment allocation and may mandate changes that they believe are necessary. Owner shall have thirty (30) days from the date the invoice is received to issue payment, less any disputed charges. Preferred method of payment is MASTERCARD credit card.

### **Section 8 – Contractor's Representations**

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Work shall adhere to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- 3) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 4) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.



- 5) Contractor shall be responsible for providing, erecting, bracing, shoring or in every way protecting their work in compliance with State and Local Codes, and all U.S. Occupational Safety and Health Administration (OSHA) Regulations. Contractor shall be responsible for the adequacy in performance of all temporary work, use utmost care to protect work in progress and upon removal protect all surrounding existing work.
- 6) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

**Section 9 – Miscellaneous**

**Successors and Assigns:**

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

**Severability:**

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

**Debris and waste removal:**

Contractor will (1) remove debris, junk and trash from site (2) leave site in clean condition, ready for subsequent work.

**This Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**OWNER:**  
**County Commission of Upshur County**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for Giving Notices:

Address for Giving Notices:

Office of the Upshur County Commission  
 91 W. Main St, Suite 101  
 Buckhannon, WV 26201  
 Telephone: 304 / 472.0535  
 Facsimile: 304 / 473.2802  
 Greg Harris, Facilities Director (304) 472-6717.

Telephone:  
 Facsimile: