

REQUEST FOR BIDS
Solicitation # 2026-01-02: Asbestos Abatement Services

SPECIFICATIONS

1. PURPOSE AND SCOPE: The City of Huntington (City) is soliciting bids to establish a Contract for Asbestos Abatement Services (the Removal, Encapsulation, and Remediation of Asbestos Containing Material) per the attached documents. Bid information is available on BidExpress.com with all bids due by 10:00 am on Friday January 30th, 2026 and must be uploaded to bidexpress.com. This is for a one (1) year contract with the option to renew for four (4) additional one (1) year terms at the agreement of all parties.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Abatement Services” means work performed under this Contract to control or limit asbestos fiber releases from ACM and includes, but is not limited to stripping, removal, encapsulation, disposal, and wet cleaning, in compliance with all applicable laws, regulations, and ordinances, including, but not limited to, the requirements of West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division.

2.2 “ACM” or “Asbestos Contaminated Material” means any building product made from, coated with, or containing asbestos.

2.3 “ADO” means Agency Delivery Order and is initiated by the agency as a release from the Central Master Agreement (Contract) and submitted to the vendor as an order for work requested.

2.4 “Air Lock” means a system for entrance or exit that does not permit air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

2.5 “Air Sampling” means the process of measuring the fiber content or particulate mass of a specific volume of air at a specific point in time.

2.6 “Amended Water” means water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.

2.7 “Asbestos Filtration Device” means filtered exhaust ventilation equipment used for drawing air from inside Enclosed Work Areas with at least three filter stages, including readily accessible pre-and secondary filters, and a final filter

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which must be a High Efficiency Particulate Air (HEPA) filter rated 99.97% effective in capturing particles having diameters of 0.3 micrometers or greater.

2.8 “Barrier” means polyethylene sheeting and/or other materials which, when used in conjunction with the existing floors, ceiling, and walls of the structure, form the containment area.

2.9 “Enclosed Work Area” means the area inside the Barrier that contains ACM that will be abated.

2.10 “Clean Room” means an uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage of worker's street clothes and protection equipment.

2.11 “CDO” means Central Delivery Order as initiated by the State Agency and processed by the West Virginia Purchasing Division as a release from the Central Master Agreement (Contract) and submitted to the vendor as an order for work requested.

2.12 “Curtained Doorway” means a device to allow entrance or exit from one room to another while restricting air movement between the rooms. Typically constructed by placing three overlapping sheets of polyethylene film over an existing or temporarily framed doorway, securing all sheets along the top of the doorway, securing the vertical edge of the outside sheet along one vertical side of the doorway, the second sheet along the doorway vertical edge opposite the first, and the third sheet around the entire doorway (including base). The third sheet should be slit down the center to within one foot of each end to facilitate access by personnel. Two "Curtained Doorways" should be spaced a minimum of three feet apart to form an "Air Lock".

2.13 “Disposal” means transporting and depositing of the ACM stripped and/or removed from the building to an approved waste disposal site in compliance with State and Federal laws and regulations.

2.14 “Encapsulant” or “Sealant” means all materials and procedures necessary to prevent the release of asbestos and transport and deposit the ACM stripped and/or removed from the building to an approved waste disposal site.

2.15 “Encapsulation” means all procedures necessary to coat ACM with an encapsulant to control the possible release of asbestos fibers into the ambient air; also specified procedures necessary to render inaccessible ACM non-friable and incapable of releasing asbestos fibers into the ambient air.

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2.16 “Equipment Room” means a contaminated area or room inside the Enclosed Work Area which is part of the Work Area Isolation Structure, with provisions for storing of contaminated clothing and equipment.

2.17 “HEPA” means high efficiency particulate air.

2.18 “HEPA Vacuum Equipment” means High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers.

2.19 “HVAC” means heating, ventilating, and air conditioning and includes all supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies and other mechanical equipment.

2.20 “Independent Testing Laboratory” means a qualified organization capable of performing necessary Air Sampling and other testing requirements of asbestos abatement projects.

2.21 “Lagging” means insulation used to prevent heat loss from pipes, boilers, and similar equipment.

2.22 “NIOSH” means National Institute for Occupational Safety and Health.

2.23 “OSHA” means United States Department of Labor, Occupational Safety and Health Administration.

2.24 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.25 “Removal” means all specified procedures necessary to gather, transport and dispose of ACM.

2.26 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.27 “Stripping” means all specified procedures necessary to remove ACM.

2.28 “Surface Sample” means a wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.

2.29 “Surfactant” means a chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.

2.30 “8-Hour TWA” means the time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.

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2.31 “Washroom” means a shower between the Clean Room and the Equipment Room in the Work Area Isolation Structure, with facilities for showering and equipment cleaning.

2.32 “Wet Cleaning” means the process of removing ACM from building surfaces, equipment, objects, tools, disposal containers, etc. with a liquid, generally water.

2.33 “Work Area” means the area in and around which Vendor is performing Abatement Services.

2.34 “Work Area Isolation Structure” means a series of connected rooms, typically consisting of a Clean Room, Wash Room, and Equipment Room, to permit equipment and personnel movement to and from the Enclosed Work Area while preventing airflow from the Enclosed Work Area. It is also used for the decontamination of workers, materials and equipment. A Work Isolation Structure always contains at least one Air Lock.

3. SCOPE OF WORK: Vendor shall provide all equipment, material, and labor necessary to perform Abatement Services.

3.1 Abatement Services provided under this Contract will include:

- 3.1.1** Stripping, Removal, Encapsulation, Disposal, and Wet Cleaning, in compliance with all applicable laws, regulations, and ordinances.
- 3.1.2** Sealing all surfaces from which ACM or suspected ACM was removed and sealing of all exposed edges of any remaining ACM that is to remain in place.
- 3.1.3** HEPA vacuuming and Wet Cleaning all surfaces inside and outside of the Enclosed Work Area as needed.
- 3.1.4** Ensuring that the worksite is properly maintained to protect public safety.
- 3.1.5** Providing clearance reports, final reports, and project manuals that include descriptions of work in all locations, waste manifests signed by landfill representatives, and all other documents related to this project.
- 3.1.6** Any other task required by the City of Huntington to properly provide Abatement Services.

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3.2 The scope of Abatement Services required under this Contract may vary from project to project as needed. There is no guarantee of any kind regarding the amount or type of Abatement Services that will be required under this Contract.

4. CONTRACT AWARD AND PRICING:

4.1 This Contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest combined **TOTAL BID AMOUNT** for Abatement Services requested in the three bid scenarios (See Pricing Pages). All pricing requested in the pricing pages must be bid or disqualification of the bid may result..

Pricing Pages were created in MS Excel and may be downloaded from bidexpress.com for this solicitation for use in submitting response.

Bid Scenario 1: Unit Price (x) Scenario Quantity = Extended Total
Bid Scenario 2: Unit Price (x) Scenario Quantity = Extended Total

Miscellaneous Pricing Page: Please enter unit pricing for asbestos abatement for miscellaneous materials not included in the scenarios. Not included in the total for determination of lowest bidder.

Bid Recap Pricing Page: Vendor is to enter the Sub-Total from Bid Scenario 1, Bid Scenario 2 for a **TOTAL BID AMOUNT**. **This TOTAL BID AMOUNT must then be entered into the TOTAL BID PRICE section of BIDEXPRESS.COM by the vendor.**

The Purchasing Division will review the documentation to ensure all required data has been completed and matches. The Purchasing Division will then award a contract to the successful vendor that provides all commodity items for Asbestos Abatement Services based on City of Huntington Purchasing Codes.

4.2 **Unit Prices** must include all labor, materials, equipment, supplies, transportation, cost of mobilization, demobilization, etc. necessary to perform Abatement Services.

4.2.1 These items will not be paid for separately and Vendor shall not include them on invoices to the Agency.

5. ORDERING PROCEDURES:

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5.1. Vendor must respond to emergency requests for Abatement Services within eight (8) hours of being notified of the same by the City

6. INVOICING AND PAYMENT:

6.1. Vendor shall invoice The City for work performed under this Contract in accordance with the Unit Prices quoted on the Pricing Pages. All invoices must contain a list of the work performed, broken down into the individually priced units, a list of the unit prices for the work, a total for each category of work performed, and a total cost of all work performed. A waste manifest is required.

6.2. The cost of any repairs necessitated by damage caused by Vendor during its providing of Abatement Services shall be deducted from any invoice.

6.3. The City will only make final payment upon delivery of all required documentation and verified satisfactory completion of all Abatement Services requested.

6.4. Vendor may request monthly payments based on work completed if a schedule of completion and payment is submitted and approved by The City in advance.

7. VENDOR QUALIFICATIONS:

7.1 Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in these specifications or the Project Plans.

7.1.1 Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable.

7.1.2 Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision.

7.1.2.1. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

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7.2. Vendor must provide a listing and brief summary of all incidents in which Vendor was cited for noncompliance with federal or state regulations within the past 24-months and any corrective action that was taken.

7.2.1. This summary should be submitted with the bid and must be provided upon request. If no citing's were issued in the 24-month period, the vendor may provide a statement with their bid stating as such.

7.3. All work is to be performed by personnel with a minimum of a current Class I Asbestos Worker Certification, and under the supervision of a Class II Asbestos Supervisor.

7.3.1. Vendors should provide one (1) Supervisor and one (1) Worker Certificate with their submitted bid response. This information may be required prior to contract award.

7.4 All contractors shall have shirts with a company logo identifying whom they work for.

8. WORK AREA SECURITY: Vendor is responsible for security of the Work Areas of each project and/or facility.

8.2. Security: The Vendor must provide security measures to prevent any unauthorized accidental entry into the Work Area. The Vendor must post hazard warning signs at all points of possible access to the Work Area. The signs must contain the specific wording required by OSHA and EPA.

8.3. Limited Entry: Vendor must limit entry into all Work Areas to its personnel, the Architect or Engineer's authorized representative, authorized Agency representatives, and Government Regulatory Agency personnel legally entitled to inspect the project. All persons entering the Work Areas must be properly protected against exposure to asbestos.

8.4. Visitor Log: Vendor shall maintain a visitor's log for each project that must be signed by each visitor and contain the date and time of each visit, duration of time in Work Area, activities in the Work Area, safety precautions used, protective equipment used, etc. Visitors include anyone at the site other than Vendor's authorized personnel. Agency personnel, the architect, engineer, and inspectors are all examples of visitors. Vendor shall make the Visitor's Log available for inspection upon The City's request. At the completion of any project, Vendor must forward a copy of the Visitor Log to The City.

9. PROJECT COMPLETION:

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- 9.2. Final Project Clearance:** A project will not be deemed complete under this contract unless it has obtained final project air clearance results from a third-party WV licensed air clearance monitor when containments are used to remove asbestos. All air clearance results must be less than or equal to 0.01 fibers per cubic centimeter. When an abatement project does not require containment, the project will not be considered complete until the owner's/ Agencies asbestos project manager has inspected the area.
- 9.3. Final Vendor Inspection:** At the conclusion of Abatement Services, Vendor shall conduct a thorough inspection of the entire Work Area. If any dust or other debris is observed, in addition to any requirement of the specifications, Vendor shall perform additional Abatement Services to remove dust and/or debris.

10. RECORDS:

- 10.2. Project Log:** Vendor must maintain a daily Project Log for each project. The Log must include the following information:

- 10.2.1.** Name and location of the project,
- 10.2.2.** Name of the project superintendent and the actual time that the project superintendent is physically on site,
- 10.2.3.** Brief description of work performed,
- 10.2.4.** Name of each employee on site,
- 10.2.5.** Description of any significant events, incidents, or unusual occurrences (including but not limited to, deviations of plans, specifications, contract requirements noted by the City, Engineer, Architect, Inspector, air-sampling technician, or Vendor's Representative, emergencies, accidents or dangerous conditions, and steps taken to assure continued security of the Work Area), and
- 10.2.6.** Copies of routine inspection reports, results of Air Sampling and analysis, project minutes, disposal forms, and any other routine documents (including project Purchase Order) relating to project activities.

- 10.3. Asbestos Disposal Form:** All ACM must be disposed of properly and deposited in an EPA approved landfill. The Vendor must secure an Asbestos Disposal Form or manifest for each separate load of ACM delivered to the

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landfill. Copies of all documents relating to disposal must be placed and retained in the Project Log.

10.4. Records Retention: Vendor must comply with all submittal, documentation, and notice requirements set forth by the EPA, OSHA, all other federal, state, and local regulatory agencies, and the project specifications. Copies of all submittals, documents, and notices that are produced or are given to the City or to any governmental agency must be retained in the Project Log.

10.5. Copies Required: Vendor shall make the Project Log and any other documents available for inspection upon The City's request. At the completion of any project, Vendor must forward a copy of the Project Log and any other documents to The City.

11. LIABILITY: Vendor will be responsible for any damage from ACM or asbestos fiber release occurring during performance of Abatement Services.

12. WARRANTY: In addition to any other warranty contained in the terms and conditions:

12.2. All workmanship and materials shall be guaranteed for a minimum of one (1) year from final acceptance unless manufacturer's standard approved warranty is greater;

12.3. The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued there under by any applicable governmental authority;

12.4. The vendor warrants that all chemical substances sold by it to the State of West Virginia comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued there under by all applicable governmental authorities.

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13. MATERIALS SUPPLIED:

- 13.2.** The Vendor shall furnish the City with a Material Safety Data Sheet disclosing all potentially hazardous substances in any product that the Vendor sells or offers for sale to the City of Huntington.
- 13.3.** All products specified in these documents shall be understood to include an "or equal" clause.
- 13.4.** It is the intention of the City of Huntington not to purchase any products that contain asbestos or asbestos components in the equipment or materials to be supplied by the Vendor. Vendor warrants that all equipment and materials to be supplied under this Contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the Vendor and accepted in writing by the State.

14. COMPLIANCE WITH ABATEMENT LAWS: Vendor shall comply with and ensure that all its personnel and all subcontractors performing under this Contract understand and comply with all applicable laws rules, regulations, and interpretations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the U.S. Environmental Protection Agency (EPA) and all other state, federal, county, and other agencies having jurisdiction over Abatement Services.

Those applicable laws, rules, and regulations include, but are not limited to:

- West Virginia Code §16-32-1, et seq.
- Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).
- OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).
- EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.
- EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).
- NIOSH publications, "Respiratory Protection... An Employer's Manual" and "Respiratory Protection... A Guide for the Employee".

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- U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090. OSIA-General Industry Safety and Health Standard Title 29 CFR Section 191.0.134.
- OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 -.1051
- OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.

Vendor shall make a copy of the OSHA Regulations 19101 and EPA Regulations of Part 61, Sub-Part M governing asbestos stripping procedures available for viewing at each location that Abatement Services are being performed under this Contract.

15. PERSONAL PROTECTION:

15.2. Respiratory Protection Equipment: Subject to any more stringent requirements imposed by applicable law or project specification, the Vendor must comply with the following at a minimum.

15.2.1. The Vendor must provide all workers and those who have access to abatement Work Areas with personally issued and marked respiratory protection equipment approved by NIOSH/OSHA as suitable protection against airborne asbestos fibers in the concentration being experienced at each project. Respirators issued to site visitors must, at minimum, provide the same level of protection against airborne asbestos fibers as those issued to workers.

15.2.2. The Vendor must have and strictly enforce all provisions of a written Respiratory Protection Program at least as stringent as required by law. As part of this Program, all persons using respirators must be thoroughly instructed in the following details:

- i. Proper use
- ii. Care, cleaning, and sanitizing
- iii. Limitations
- iv. Maintenance
- v. Emergency procedures
- vi. Prohibition of facial hair

Documentation of actual receipt of this training must be obtained by signature from each person using respirators. The signed forms and the Respiratory Protection Program must be placed and maintained in the Project Log, The Vendor must not allow a person who has not

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actually received such training and acknowledged receipt of the training to access to the Work Area.

15.2.3. The following minimum standards must be adhered to with regard to Respiratory Protection Equipment, unless a higher standard is required by a governmental agency or Vendor policy.

15.2.3.1. Air purifying half-face respirators with HEPA filters will be used for all setup when (unless an industrial hygienist certifies in writing that no such respirators are required) the possibility that airborne asbestos fibers exist.

15.2.3.2. Positive pressure respirators must be used for Removal work. These may include powered-air respirators (PAR) or air supplied respirators (Type C), and should be on constant flow design. If PAR respirators are used, the filters must meet HEPA performance criteria as defined by NIOSH.

15.2.3.3. At any time when work-place airborne fiber concentrations are expected or demonstrated by Air Sampling to exceed 5.0 fibers / cc, only type C respirators can be used.

15.2.3.4. Single-use, disposal respirators must not be used at any time.

15.3. Protection Procedures: Subject to any more stringent requirements of applicable law, rule, ordinance, or the project specifications, the Vendor must comply with the following procedures:

15.3.1. Every person must, prior to every entry into an Enclosed Work Area, remove all street clothes in the Clean Room and put on their respirator and clean protective clothing before passing through the Washroom to the Enclosed Work Area.

15.3.2. Every person must, each time they leave a Work Area, remove all clothing, except their respirator, prior to entering the Washroom. The person must then enter the Washroom and flood their entire bodies, including head and face, with water and wash the respirator. This is necessary to remove any asbestos particles on the respirator, which could subsequently enter their breathing zones. Only after this procedure is complete, may the person remove their respirator and thoroughly wash the remainder of their bodies, especially hair and fingernails.

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15.3.3. No persons will be permitted to bypass the safety procedures contained herein.

16. MISCELLANIOUS SAFETY AND MAINTENANCE PROCEDURES:

16.2. Layout of Work Area Entrance and Decontamination Structures: The Vendor must set up Work Area isolation/decontamination facilities in the manner specified in the specifications or applicable law, or if more stringent, consisting of three areas as follows:

16.2.1. The Equipment Room must be an area of sufficient size to accommodate at least one worker, a 6-mil disposal bag and container, and any equipment that the user wishes to store when not in use. The Equipment Room must not be physically separated from the Work Area Isolation Structure.

16.2.2. The Washroom must have two curtained doorways of opaque polyethylene film, one to the Enclosed Work Area, and one to the uncontaminated area. At least one shower must be installed in this room for personal decontamination.

16.2.3. The Clean Room must be of sufficient size to accommodate at least one worker and storage of street clothing. The Clean Room must be in the uncontaminated area and be separated from any contaminated area by at least one Air Lock.

16.2.4. Prefabricated or trailer-type decontamination/entrance system may be used.

16.3. Maintenance of Isolation System and Barriers: At all times during any asbestos abatement project, the Vendor must routinely and frequently inspect and maintain the integrity of all Barriers and Curtained Doorways, and of the Work Area isolation Structure, and Enclosed Work Area. Special attention must be applied to taped joints. The Vendor must immediately repair damaged Barriers, Curtained Doorways, and other matters that may affect the integrity of the Enclosed Work Area and the Work Isolation Structure.

16.4. Use of Asbestos Filtration Devices (AFD): When required by applicable law, rule, or ordinance, Vendor must install and use Asbestos Filtration Devices (AFD) as part of an exhaust ventilation system to develop and hold a negative differential air pressure inside the Enclosed Work Areas.

16.5. Cleanup and Transportation of ACM: All polyethylene film, tape, cleaning material, clothing, respirator and AFD filters, and other disposable

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material or items used in the Enclosed Work Area must be treated and disposed of as ACM.

As disposal containers are filled, they must be sealed and moved to a staging area. The Vendor must remove ACM from the Enclosed Work Area on a regular basis. All waste containers must be thoroughly decontaminated before leaving the Enclosed Work Area.

When Loading filled disposal containers into the transport vehicles, the Vendor must: take steps to protect against rupture or other accidental opening of the sealed containers; assume any and all liability for any rupture or other opening of sealed containers.

Warning labels, having waterproof print and permanent adhesive, must be affixed to the sides of the disposal containers. Warning label must be conspicuous and legible, and they must be in accordance with EPA, OSHA, and DOT regulations.

16.6. Disposal of ACM: Disposal of ACM must comply with all applicable laws, rules, and ordinances including, but not limited to DOT, OSHA, and EPA regulations. The landfill must be licensed to accept asbestos by all federal, state, and local authorities and proof of such license must be included in the project report. The Vendor must fully document actual disposal for each load of waste delivered to the designated landfill. Signature attesting to receipt of the waste by the landfill operator must be obtained from the landfill operator for each load.

16.7. Decontamination of Work Area and Site Cleanup:

16.7.1. Upon completion of all Abatement Services, all equipment, machinery, scaffolding, tools, etc. must be cleaned with Amended Water and removed from the Work Area.

16.7.2. After removing equipment and tools, the Vendor shall clean all surfaces inside the Enclosed Work Area, and any other part of the Work Area suspected of having asbestos fiber contamination, using Amended Water and/or HEPA filtered vacuum equipment, as appropriate.

16.7.3. After all surfaces and equipment have been thoroughly cleaned and final clearance air sample results have been obtained, the Work Area Isolation Structures can be removed and must be disposed of as ACM.

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16.7.4. Vendor must conduct a detailed final inspection to ensure that no dust or debris remains on any surface and must immediately take any additional steps necessary to make sure the Work Area is free from asbestos fibers.

17. CONDITIONS OF THE WORK:

17.1 Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations, and ordinances of any regulating body.

17.2 Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

17.3 Standard Work Hours: The standard hours of work for this Contract will be 7:00 AM. ET to 5:00 PM. ET. unless specified differently by the City excluding holidays recognized by the State of West Virginia and the City of Huntington. Any work outside of the standard hours of work must be approved in advance at the City's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

17.4 Project Closeout: Project Closeout shall include the following:

17.4.1 Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

17.4.2 Final Inspection: Vendor shall participate in a final inspection with the City's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to City's final acceptance of the work. Vendor shall always be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Owner/Agency project manager at final inspection.

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17.5 Labor Standards

- 17.5.1** All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, including Chapter 21, Article 11 of the Code of West Virginia concerning Contractor Licensing Act.
- 17.5.2** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure the employment and economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very low income persons, particularly who are recipients of HUD assistance for housing.
- 17.5.3** Community Development Block Grant funds (CDBG) will be utilized for this project. CDBG grantees are prohibited from the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids, except in those cases where applicable Federal statutes expressly mandate or encourage geographical preference.
- 17.5.4** Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from the obligation in respect to their bid.
- 17.5.5** Further, the bidder agrees to abide by the requirements under Federal Fair Labor Standards Act. The successful bidder must supply the names and addresses of subcontractors as well as supply the names and addresses of major suppliers and subcontractors when requested to do so by the owner.

18. BOND REQUIREMENTS: (See Section 7 of the General Terms & Conditions):

- 20.1 BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the City of Huntington. The bid bond must be submitted with the bid.

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20.2 PERFORMANCE BOND: The apparent successful Vendor shall provide a “Blanket” Performance Bond in the amount of \$100,000.00. This Blanket Bond will be used for all delivery orders issued against the Master Agreement and must be received by the Purchasing Division prior to Contract award.

20.3 LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a “Blanket” Labor/Material Payment Bond in the amount of \$100,000.00. This Blanket Bond will be used for all delivery orders issued against the Master Agreement and must be received by the Purchasing Division prior to Contract award.

19. MISCELLANEOUS:

Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____