# STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:

A special meeting of the Buckhannon Water Board was held on Thursday, March 23, 2023, at 9:00 a.m. in Council Chambers at City Hall. The following were in attendance (GTM is attendance by GoToMeeting):

Robbie Skinner Randy Sanders Dave McCauley David Thomas Don Nestor Kelly Arnold Erasmo Rizo Jay Hollen Jerry Arnold Amberle Jenkins

Absent Mayor City Recorder Present Board Member Present Board Member Present Board Member Present -GTM Water Superintendent Present **Board Member** Absent Present-GTM **City Engineer** Director of Public Works Present Assistant Recorder/Director of Finance Present

# City of Buckhannon Water Board – 9:00AM at City Hall in Council Chambers Special Meeting Agenda for Thursday, March 23, 2023

# A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

# B. Strategic Issues for discussion and vote

B.1 Review & Approval to Accept the Re-Bid Opening Results: ARPA Tennerton Booster Station Project Contract B (New Booster Station Building Project)

## C. Board Members Comments and Announcements

# D. Adjournment

Posted 03/09/2023

**A. Call to Order:** Recorder Sanders called the meeting to order followed by a moment of silence and pledge to the flag.

# B. Strategic Issues for discussion and vote:

# **B.1** Review & Approval to Accept the Re-Bid Opening Results: ARPA Tennerton Booster Station Project Contract B (New Booster Station Building Project)

Bids were opened with the following results:

- Tradeworx \$172,500.00
- Blue Ridge Construction \$238,500.00

Engineer Mark Sankoff reviewed the bid package and reported the following to Jay Hollen:

Gentlemen:

*I have reviewed the bid package for Tradeworx on the Buckhannon Tennerton Contract B Rebid and have followed up with a phone call to Corey Rozelle, CEO.* 

The bid package is in order, the bid is \$172,500. Talking to Corey he seems comfortable that his bid is enough to perform the work.

While the difference between his bid and Blue Ridge Construction was \$66,000, I had talked to Pro Contracting on the first bid, and he had reduced his price from \$275,000 to \$215,000 which is a \$42,500 difference. Corey says Tradeworx is a small company with 11 employees and has a low overhead. He says he has profit built into the project.

Tradeworx from my discussion with him, does not have a project that can exactly match this type of construction, but he says he and his crew have experience in all of items individually. For example, Corey has 10 years' experience as a pipe fitter, the company has a master electrician and a journeyman electrician on staff.

I asked about sub-contractors and he said he will use a sub to do the block work, but it was less than 10% of the project so he did not list them on the bid documents.

Corey seems willing to work with the City of Buckhannon and has experience working with Buckhannon in the past.

He seems willing to ask questions and work with the project team on the project.

At this point I see no reason not to accept the Tradeworx Bid of \$172,500 and move forward.

Any questions, let me know.

Thanks Mark

Mark A. Sankoff, P.E. Chief Engineer, Potesta & Associates, Inc. 7012 MacCorkle Avenue, SE Charleston, WV 25304 Email: <u>masankoff@potesta.com</u>

# Motion McCauley/Thomas to accept the low bid of \$172,500 from Tradeworx. Motion carried.

# Notice of Award & Agreement:

# NOTICE OF AWARD

Date of Issuance:	March 23, 2023		
Owner:	City of Buckhannon	Owner's Project No.:	
Engineer:	Potesta & Associates, Inc.	Engineer's Project No.:	0102-21-0235-050
Contract Name:	Tennerton Booster Station Replacement Project - Contract B, Re-Bid		
Bidder:	Tradeworx		
Bidder's Address:	5 W Lincoln Street, Buckhannon, W	/V 26201	

You are notified that Owner has accepted your Bid dated **March 16, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

# Design and Preparation of the Bidding Documents for Tennerton Booster Station Replacement Project - Contract B, Re-Bid

The Contract Price of the awarded Contract is **\$172,500.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterpart of the Agreement accompanies this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, has been transmitted to Bidder electronically.

☑ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
- Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:	City of Buckhannon
By (signature):	
Name (printed):	Robbie Skinner, III
Title:	Mayor
Copy: Engineer	

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Buckhannon ("Owner") and Tradeworx ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1-WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Tennerton Booster Station Replacement Project - Contract B.

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Tennerton Booster Station Replacement Project - Contract B.

## ARTICLE 3-ENGINEER

3.01 The Owner has retained Potesta & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

## ARTICLE 4-CONTRACT TIMES

- 4.01 Time is of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
  - A. The Work will be substantially complete within 75 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 105 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
  - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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- Substantial Completion: Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- Completion of Remaining Work: After Substantial Completion, if Contractor shall
  neglect, refuse, or fail to complete the remaining Work within the Contract Times (as
  duly adjusted pursuant to the Contract) for completion and readiness for final payment,
  Contractor shall pay Owner \$300 for each day that expires after such time until the Work
  is completed and ready for final payment.
- Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work other than Unit Price Work, a lump sum of \$172,500.00.
  - All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

## ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
  - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the times noted in the Supplemental Conditions during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
    - Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
      - a. 90 percent of the value of the Work completed (with the balance being retainage).
      - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by

EJCDC\* C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright<sup>®</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 2 of 6 Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 10 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 Consent of Surety
  - A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 Interest
  - A. All amounts not paid when due will bear interest at the rate of 0 percent per annum.

# ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 Contents
  - A. The Contract Documents consist of all of the following:
    - 1. This Agreement.
    - 2. Bonds:
      - a. Performance bond (together with power of attorney).
      - b. Payment bond (together with power of attorney).
    - 3. General Conditions.
    - 4. Supplementary Conditions.
    - Specifications as listed in the table of contents of the project manual (copy of list attached).
    - Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: Tennerton Booster Station Replacement Project, Contract B, Upshur County, WV, Issue Date 12/15/2022.
    - 7. Addenda (numbers 1 to 2, inclusive).
    - 8. Exhibits to this Agreement (enumerated as follows):
      - a. N/A
    - The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
      - a. Notice to Proceed.
      - b. Work Change Directives.
      - c. Change Orders.
      - d. Field Orders.

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- Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- 8.02 Contractor's Certifications
  - A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
    - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
    - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
    - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 8.03 Standard General Conditions
  - A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

#### e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8-REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data ion (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement

This Agreement will be effective on March \_\_\_\_\_, 2023 (which is the Effective Date of the Contract).
Owner: Contractor:

City of Buckhannon (typed or printed name of organization)	(tripped or printed error of error institut)
(syped of printed name of organization)	(typed or printed name of organization)
Ву:	By:
(individual's signature)	(individual's signature)
Date:	Date:
(date signed)	(date signed)
Name: Robert N. Skinner, III	Name:
(typed or printed)	(typed or printed)
Title: Mayor	Title:
(typed or printed)	(typed or printed)
	(If [Type of Entity] is a corporation, a partnership, or a
	joint venture, attach evidence of authority to sign.)
Attest:	Attest:
(individual's signature)	(individual's signature)
Title:	Title:
(typed or printed) Address for giving notices:	(typed or printed) Address for giving notices:
Designated Representative:	Designated Representative:
	Designated Representative:
Name: James S. Hollen III, PE	Name:
Name: James S. Hollen III, PE (typed or printed)	Name:(typed or printed)
Name: James S. Hollen III, PE (typed or printed) Title: City Engineer	Name:(typed or printed) Title:
Name: James S. Hollen III, PE (typed or printed) Title: City Engineer (typed or printed)	Name:(typed or printed)
(typed or printed) Title: City Engineer	Name:(typed or printed) Title:(typed or printed)
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Name: James S. Hollen III, PE (typed or printed) Title: City Engineer (typed or printed) Address: Phone: Email: (/[Type of Entity] is a corporation, attach evidence of authority to sign. /[Type of Entity] is a public body,	Name:
Name: Jarnes S. Hollen III, PE (typed or printed) Title: City Engineer (typed or printed) Address: Phone: Email: [// JPPe of Entity] is a corporation, attach evidence of	Name:

EJCDC<sup>®</sup> C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright<sup>®</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 5 of 6 EICDC<sup>®</sup> C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 6 of 6 **D. Adjournment:** There being no further business to be transacted, meeting adjourned at 9:05 am.

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Mayor Robert N. Skinner III

City Recorder Randall H. Sanders