

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	Mayor	Absent
Randy Sanders	City Recorder	Present
Dave McCauley	Board Member	Present
David Thomas	Board Member	Present
Don Nestor	Board Member	Present -GTM
Kelly Arnold	Water Superintendent	Present
Erasmio Rizo	Board Member	Absent
Jay Hollen	City Engineer	Present-GTM
Jerry Arnold	Director of Public Works	Present
Amberle Jenkins	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: masankoff@potesta.com

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, WV 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).
2. 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)	
<p>This Agreement is by and between City of Buckhannon ("Owner") and Tradework ("Contractor").</p> <p>Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.</p> <p>Owner and Contractor hereby agree as follows:</p> <p>ARTICLE 1—WORK</p> <p>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.</p> <p>ARTICLE 2—THE PROJECT</p> <p>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.</p> <p>ARTICLE 3—ENGINEER</p> <p>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.</p> <p>ARTICLE 4—CONTRACT TIMES</p> <p>4.01 <i>Time is of the Essence</i></p> <p>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.</p> <p>4.02 <i>Contract Times: Days</i></p> <p>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.</p> <p>4.03 <i>Liquidated Damages</i></p> <p>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):</p>	<p>1. <i>Substantial Completion:</i> 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.</p> <p>2. <i>Completion of Remaining Work:</i> 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.</p> <p>3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.</p> <p>ARTICLE 5—CONTRACT PRICE</p> <p>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:</p> <p>A. For all Work other than Unit Price Work, a lump sum of \$172,500.00.</p> <p>All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.</p> <p>ARTICLE 6—PAYMENT PROCEDURES</p> <p>6.01 <i>Submittal and Processing of Payments</i></p> <p>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.</p> <p>6.02 <i>Progress Payments; Retainage</i></p> <p>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.</p> <p>1. 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.</p> <p>a. 90 percent of the value of the Work completed (with the balance being retainage).</p> <p>b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).</p> <p>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</p>
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D. Adjournment: There being no further business to be transacted, meeting adjourned at 9:05 am.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____