

ADVERTISEMENT FOR BIDS

TOWN OF CHINCOTEAGUE INC.

MULTI-MODAL TRAIL SIDEWALK CONSTRUCTION

CONTRACT 1-WLK-20

The Town of Chincoteague Inc. will receive sealed bids for the above referenced work until 3:00 p.m. Friday, August 28<sup>th</sup>, 2020 at which time all bids will be publicly opened and read aloud.

A pre-bid meeting will be held at 2:30 p.m., Wednesday August 19<sup>th</sup> at the Town Offices located at 6150 Community Drive. Attendance is encouraged but not mandatory.

## INSTRUCTIONS TO BIDDERS

### CONTRACT 1-WLK-20

1. Completion of Bid Forms:

- a. Use the Form of Proposal supplied by the Town.
- b. Make copies of Bid forms for your records and submit originals.
- c. All blanks shall be filled in by printer, typewriter or manually in ink.
- d. Where so indicated, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- e. Any interlineations, alterations or erasures must be initialed by the signer of the Form of Proposal.
- f. The Form of Proposal shall be signed by the person or persons legally authorized to bind the Bidder to a contract, using the legal name of the signer. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- g. Unit price line items (e.g. \$/ton) will be multiplied by estimated quantities to derive total costs.

2. Submission of Bids:

- a. The Form of Proposal and bid surety shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

Harvey Spurlock, Public Works Director  
Town of Chincoteague, Inc.  
6150 Community Drive  
Chincoteague Island VA 23336

- b. The Bidder's name and address shall appear on the sealed opaque envelope. Additionally, the envelope shall be labeled and bear the Contract number (1-WLK-20) for which the Bid is intended, and the Bidder's Virginia Contractor License Number.
- c. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- d. Bids shall be delivered to the Town of Chincoteague office, located at the aforementioned address, prior to the time and date for receipt of Bids indicated in the advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- e. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

3. Opening of Bids:

Bids received on time will be opened publicly and read aloud.

4. Rejection of Bids:

The Town shall have the right to reject any or all bids or any portion or bid item thereof and to reject a Bid not accompanied by other data required by the Bidding Documents or to reject a Bid which is in any way incomplete or irregular.

5. Acceptance of Bid (Award):

It is the intent of the Town to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. If bid amounts exceed available funds, the Town reserves the right to delete bid items from the contract at its discretion. The Town also reserves the right to accept or reject any individual bid items. The Town shall have the right to waive any informality or irregularity in any Bid or Bids which, in its judgment, is in the Town's own best interest.

6. Bid Bond:

All bids shall be accompanied by a bid bond as bid security in an amount not less than five (5) percent of the bid. Bid bonds may be furnished in the form of certified checks. Bids not accompanied by the bid bond will not be considered.

SPECIFICATIONS

MULTI-MODAL TRAIL MAIN/MADDOX SIDEWALK REPLACEMENT

TOWN OF CHINCOTEAGUE, INC.

CONTRACT 1-WLK-20

**Part 1 - Scope and Description**

1.1 Scope

Work to be performed under this contract includes grading, base preparation and construction of sections of sidewalk and drive apron on both sides of Maddox Boulevard from a point just east of Chicken City Road to, and around the outside of the traffic circle. The section on the south side of Maddox Boulevard between 6576 Maddox Boulevard and 6700 Maddox Boulevard is excluded.

**Total quantities will be determined by available funding.**

The Contractor shall furnish all labor, material, equipment, tools, supplies and services required for the performance of the work herein described.

1.2 Location

All work under the contract shall be performed within the incorporated limits of the Town of Chincoteague.

1.3 Contract Format

It is the intent of the Town of Chincoteague to award a contract to the bidder offering the lowest responsible costs for the work herein described. The Contractor must complete all submittals and execute a contract within two weeks of notice of award.

**Part 2 - General Requirements**

2.1 Contract Representative

The Contract Representative, monitoring the performance of work under the contract, shall be Harvey Spurlock, Public Works Director. All submittals, correspondence, inquiries, etc. shall be directed to his attention at 6150 Community Drive, Chincoteague Island, VA 23336, (757) 336-3366. Field inspections shall be performed by the Contract Representative or a designated inspector under his purview.

2.2 Payments

Requests for payment shall clearly indicate the contract under which the work was performed and the location and extent of work for which payment is being requested.

### 2.3 Progress payments.

The Town shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Representative, on estimates of work accomplished which meets the standards of quality established under the contract.

The Contractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
- (iii) A listing of the total amount of each subcontract under the contract.
- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.

### 2.4 Field Verification

The Contractor shall verify all existing conditions prior to beginning any work under this contract. Total unit quantities shall be from verification of in-place work.

### 2.5 Working Hours

Work shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Saturday. Work is not permitted on Sundays.

Forty-eight (48) hours prior to starting site work, the Contractor shall notify the Contract Representative of his intent to begin. Such notification shall be repeated when consecutive daily work schedules are interrupted.

### 2.6 Safety Requirements/ Property Protection/Access

The Contractor shall strictly adhere to all applicable requirements of federal, state and local safety laws and regulations during performance of the work.

The contractor shall be responsible for the maintenance and protection of vehicular and pedestrian traffic through the work area. The contractor, at all times, shall maintain access to residences and businesses. All traffic control devices shall be in accordance with the latest editions of the Manual on Uniform Traffic Control Devices, Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations, the Virginia Work Area Protection Manual and the VDOT Road and Bridge Specifications.

The Contractor shall exercise care and take precautionary measures to ensure that private and public property adjacent to work areas are unaffected by his operations. Remedial actions shall be taken by

the Contractor when deemed necessary by the Contract Representative to correct damage to adjacent property which has been caused by neglect in the performance of work of the contract.

## 2.7 Cleaning/Disposal

Work areas shall be maintained in a clean and safe condition during the performance of the work. Debris resulting from the performance of work shall be removed daily. Waste material generated from the work shall be transported off site and away from Town property for disposal as approved by the Contract Representative.

## 2.8 Inspection/Acceptance

Upon completion of the work items, and notification by the Contractor of such, an inspection of the completed work will be performed. Any deficiencies discovered in the inspection will be presented to the Contractor for correction. Upon correction of all deficiencies, application for payment may be made by the Contractor. In the event deficiencies in completed work are not corrected, inspections reveal repeated poor quality of work or there are any other just causes, the Contractor may be defaulted.

## 2.9 Termination for Default.

If contractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of work, refuses or fails to make prompt payment to lower-tier contractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or is guilty of a material breach of this contract, and fails to correct the default and maintain the corrected condition within not less than three (3) working days of receipt of written notice of the default, then the Town, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:

(1) Supply such numbers of workers and quantity of materials, equipment, and other facilities as deemed necessary for the completion of contractor's work, or any part thereof, which contractor has failed to complete or perform after the above notice, and to charge the cost thereof to contractor who shall be liable for the payment of same including reasonable overhead and profit.

(2) Contract with one or more additional contractors to perform such part of contractor's Work as the Town shall determine to provide prompt completion of the project and charge the cost thereof to contractor.

(3) Withhold payment of any monies due or to become due contractor pending corrective action to the extent required and to the satisfaction of the Town.

(4) Terminate this contract, use any materials, implements, equipment, appliances, or tools furnished or belonging to contractor to complete contractor's Work and furnish those materials, equipment, and/or employ such workers as the Town deems necessary to maintain the orderly progress of the Work: Contractor's equipment shall only be utilized when equivalent equipment is not locally available to lease, will not be supplied by a substitute contractor, and when procurement of substitute equipment will delay completion of the Contract. All of the costs, including reasonable overhead, profit and attorneys' fees, incurred by the Town in arranging to and performing contractor's Work shall be charged to contractor and the Town shall have the right to

deduct such expenses from monies due or to become due contractor. Contractor shall be liable for the payment of any expenses incurred by Contractor in excess of the unpaid balance of the contract Price.

In the event of any emergency, Contractor may proceed as above without notice.

#### 2.10 Insurance

The Contractor shall maintain during the contract, Workman's Compensation Insurance and Public Liability and Property Damage Insurance. The minimum limits of General Liability shall be:

Bodily Injury.....	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate
Property Damage.....	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate

The Contractor shall submit original Certificates of Insurance, as issued by his agent, showing policies to be in effect during the contract. The Town of Chincoteague, Inc. shall be named as an additional insured. Submittals shall be made by the successful bidder to the Contract Representative within 10 days of notice of award.

#### 2.11 Employment Discrimination

During the performance of this contract, the contractor agrees as follows: (a) the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(c) CFR 41-CFR 60-1.4(b) is hereby incorporated by reference

#### 2.12 Non-Segregated Facilities

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing; areas, parking lots, drinking fountains, recreation or entertainment areas, transportation,

and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Contractor agrees that (except where it has obtained an identical certification from proposed subcontractors for specific time periods) it will obtain an identical certification upon its execution of any subcontract which is not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

### 2.13 Davis Bacon Act

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Town of Chincoteague. Inc. shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Town of Chincoteague. Inc. shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and The Town of Chincoteague. Inc. agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of



the action taken shall be sent by the Town of Chincoteague. Inc. to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Town of Chincoteague. Inc. or will notify the Town of Chincoteague. Inc. within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Town of Chincoteague. Inc. do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Town of Chincoteague. Inc. shall refer the questions, including the views of all interested parties and the recommendation of the contracting agency, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Town of Chincoteague. Inc. or will notify the Town of Chincoteague. Inc. within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) *Withholding.* The Town of Chincoteague. Inc. shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United

States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Town of Chincoteague, Inc. if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Town of Chincoteague, Inc.. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Town of Chincoteague, Inc. if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid

the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the Town of Chincoteague, Inc. to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019]

"General Decision Number: VA20200095 01/03/2020

Superseded General Decision Number: VA20190095

State: Virginia

Construction Type: Highway

Counties: Accomack and Northumberland Counties in Virginia.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded

(and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher)

for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least

the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum

wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0            01/03/2020

SUVA2016-031 07/02/2018

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 21.73	3.06
CEMENT MASON/CONCRETE FINISHER...	\$ 19.35	0.00
IRONWORKER, REINFORCING.....	\$ 20.80	0.00

LABORER: Asphalt, Includes

Raker, Shoveler, Spreader and Distributor.....	\$ 18.28	0.00
LABORER: Common or General.....	\$ 16.60	0.00
LABORER: Pipelayer.....	\$ 16.75	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.97	0.00
OPERATOR: Broom/Sweeper.....	\$ 16.15	0.23
OPERATOR: Bulldozer.....	\$ 17.66	0.00
OPERATOR: Crane.....	\$ 26.68	0.00
OPERATOR: Grader/Blade, Includes Finishing.....	\$ 26.13	0.00
OPERATOR: Loader.....	\$ 17.80	2.78
OPERATOR: Mechanic.....	\$ 19.15	0.00
OPERATOR: Milling Machine.....	\$ 21.13	0.00



OPERATOR: Paver (Asphalt,  
Aggregate, and Concrete).....\$ 20.15      0.00

OPERATOR: Roller.....\$ 19.16      0.00

OPERATOR: Asphalt Spreader  
and Distributor.....\$ 21.53      0.00

TRAFFIC CONTROL: Flagger.....\$ 11.99      0.00

TRUCK DRIVER : HEAVY 7CY &  
UNDER.....\$ 16.69      0.00

TRUCK DRIVER: HEAVY OVER 7  
CY.....\$ 17.74      0.00

TRUCK DRIVER: Single & Multi  
Axle.....\$ 19.48      0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data.

EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

#### 2.14 Drug-Free Workplace

During the performance of this contract, the contractor agrees to: (a) provide a drug-free workplace for contractor's employees, (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition, (c) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

#### 2.15 Warranty

Workmanship and materials provided under this contract shall be warranted to be free of defects for a period of 1 year from final acceptance. Defects discovered during the warranty period shall be corrected by the Contractor at no additional cost to the Town.

#### 2.16 Licenses

The Contractor shall be regularly engaged in the type of work specified and properly licensed by the Virginia Department of Commerce, Board for Contractors, for performance of the work. Additionally, the Contractor shall possess a current Town of Chincoteague Business License.

#### 2.17 Standards

Materials and procedures not specifically described in these specifications shall be performed in accordance with applicable requirements of the current version of the Virginia Department of

Transportation's "Road and Bridge Specifications" and any revisions thereto, hereinafter referred to as "VDOT Specifications" and made part of these specifications.

Concrete work and procedures not specifically described in these specifications shall be performed in accordance with applicable requirements of the American Concrete Institute (ACI) standards.

#### 2.18 Performance Bond

The Contractor shall furnish a performance bond, in a form and by a surety company approved by the Town, and in an amount no less than the contract value. The bond shall be made payable to the Town of Chincoteague and delivered within ten days following the award of the contract.

#### 2.19 Utilities

Prior to construction or excavation, the contractor shall be responsible for locating all underground utilities (public or private) that may exist and cross through the area of construction. The contractor shall be responsible for repairing at his expense any existing utilities damaged during construction.

#### 2.20 Buy America

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated in this project shall be produced in the United States of America.

### **Part 3 - Specific Requirements**

#### 3.1 Period of Performance

All work shall be completed by March 31, 2021. The period of performance may be bilaterally extended by mutual agreement of the Town and Contractor.

#### **Sidewalk Construction**

#### 3.2 Standards

All concrete sidewalk/drive apron construction shall comply with the applicable requirements of Section 217 of the VDOT specifications.

#### 3.3 Concrete Weather/Climate Restrictions

The Contractor shall not place concrete when the ambient temperature falls below 40 degrees Fahrenheit or rises above 90 degrees Fahrenheit.

The Contractor shall not place concrete over frozen ground, or ice- or snow-covered ground or form surfaces.

Concrete may be placed in conditions of light precipitation, provided the Contractor uses suitable tarps or covers to protect concrete from damage. The Contractor is advised that he is responsible for a

finished product which shall meet with the final approval of the Contract Representative prior to receiving payment for the same.

### 3.4 Layout/Engineering

Precise lines, grades and extent of work shall be established in the field and in the presence of the Contract Representative, prior to placement of forms and concrete.

### 3.5 Preparation of Base

Base materials shall be excavated or back filled, fine graded, and suitably prepared by the Contractor to allow proper depth of pour for concrete items.

All existing soils and fill material shall be compacted with vibratory plate compactors or jumping jack type compactors prior to placement of concrete.

Where fill is necessary to establish required lines and grades, the Contractor shall provide such under the requirements of 3.7 below.

Concrete shall not be placed without inspection and approval of form work and prepared area by the Contract Representative or Town Inspector. The Representative or Inspector shall also be present when concrete is placed.

### 3.6 Concrete Curing

Following placement and after initial set, concrete shall be prevented from premature dehydration by covering with polyethylene sheets or moistened burlap bags. Forms shall remain in place for a period of not less than 24 hours following concrete placement.

### 3.7 Materials

All concrete used in the performance of work under this contract shall be air entrained and have a 28-day compressive strength of no less than 3500 p.s.i. Concrete slump shall not exceed 5 inches. Air-entraining admixtures, which shall be added at a concentration of 5%, shall conform to the requirements of AASHTO M154.

Material used for backfill of forms shall be VDOT designation aggregate 21A or 26A crusher run. Recycled concrete material is acceptable.

### 3.8 Backfill

Where so required, the Contractor shall provide aggregate as backfill to achieve specified thickness for concrete pours. All aggregate placed as backfill shall be fine graded and suitably compacted with vibratory plate compactors or jumping jacks.

Existing soil shall also be fine graded and suitably compacted prior to placement of concrete.

### 3.9 Sidewalk

The construction of concrete sidewalks which abut paved surfaces without curb or gutter shall be in accordance with Plan View and Section C of Drawing # SKC 01.14. Deviations may be made if approved in advance by the contract representative

Sidewalks shall be scored every 5 feet with control joints. Additionally, every 100 feet of sidewalk shall have an expansion joint of 1/2" thick pre-molded expansion material.

Sidewalks shall be screeded after placement to achieve correct grade, floated and trowelled to produce a planar surface, given a light broom finish, and edged the entire perimeter of each 5' block. Finished appearance/configuration shall be consistent with the sidewalk on Maddox Boulevard between Main Street and Deep Hole Road.

### 3.10 ADA Compliance

All construction shall be compliant with the Americans with Disabilities Act (ADA).

### 3.11 Signage

The contractor shall be responsible for the maintaining the integrity of existing traffic control signage.



FORM OF PROPOSAL - CONTRACT 1-WLK-20

DATE: \_\_\_\_\_

Submitted to: The Town of Chincoteague Inc.  
6150 Community Drive  
Chincoteague Island, VA 23336

We, the undersigned, hereby submit our proposal for providing sidewalk construction services, to include materials and associated work, to be performed under Contract 1-WLK-20.

Estimated quantities are provided for bid evaluation purposes only. The Town makes no representation, expressed or implied, that these are specific quantities of work to be performed under this contract.

Having carefully examined the Instructions to Bidders, the Form of Proposal and the Contract Specifications for the subject work and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the required work for, and in consideration of the following proposed costs:

**Sidewalk**

Bid Item 1: Sidewalk construction, inclusive of base preparation, backfill, 4" sidewalk, 6" drive aprons and truncated domes, in accordance with contract specifications.

\$ \_\_\_\_\_ per square foot  
(numbers)

\$ \_\_\_\_\_  
(written)

Estimated quantity is 10,000 sq-ft.

It is understood that these bid prices will be firm for a period of thirty (30) calendar days from the bid opening date and that if the undersigned is notified of acceptance of this proposal within this period, the firm shall execute a contract in which the above stated costs will govern all work performed under the contract.

CORPORATE PRINCIPAL:

NAME OF CORPORATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

(Affix Corporate Seal)

ATTEST  
Corporate Secretary \_\_\_\_\_