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INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. The City of Warwick, Rhode Island, acting herein through its Warwick Sewer Authority, hereinafter referred to as the "Authority"; invites bids on the forms attached hereto, all blanks of which must be appropriately filled-in. Bids will be received at the offices of the Authority located at 125 Arthur W. Devine Boulevard, Warwick, Rhode Island until 10:00 A.M. prevailing time on April 2, 2020, at which time they will be publicly opened and read aloud. Recommendation to Award will be at the April/ May, 2020 WSA Board Meeting and Contractor will be required to provide Bonds and Insurance certificates for Contract execution on or before April 2, 2020.

The envelopes containing the bids must be sealed and addressed to the Warwick Sewer Authority, 125 Arthur W. Devine Boulevard, Warwick, Rhode Island, and designated as "CONSTRUCTION CONTRACT "EE" COLLECTION SYSTEM AND FACILITY MISCELLANEOUS EMERGENCY AND NON-EMERGENCY WORK AND REPAIRS".

The Authority may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. PREPARATION OF BID. Each bid must be submitted on the prescribed form furnished by the Authority. All blank spaces for bid prices must be filled in. Each bid must be submitted in sealed inner and outer envelopes bearing on the outside of each envelope the name of the bidder, company address, and the name of the project for which the bid is submitted. Both envelopes shall be clearly labeled "BID DOCUMENTS" so as to guard against opening prior to the time set therefore. No blame shall be attached to any agent or employee of the Authority for the opening of any bid not so marked.

3. WITHDRAWAL OF BIDS. A bidder may withdraw or revise a bid after it has been deposited with the Authority, provided the request for such withdrawal or revision is received by the Authority, in writing, not later than two (2) hours before the time set for opening of bids. Upon presentation of its written request, and received at the proper time, the bid will be returned unopened. If the bid is withdrawn in accordance with this provision, the bid guaranty will be returned to the bidder.

4. METHOD OF BIDDING. The Authority invites a bid from qualified contractors for the construction of sewers in city streets, cross lots, private rights-of-way, house connections to new and existing sewers, and any other type of relevant sewer construction, complete with all related street reconstruction and miscellaneous work, all in accordance with the Contract Documents.

5. BIDDERS QUALIFICATIONS. The Authority shall make such investigations as it seems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Authority all such information and data for this purpose on the form entitled "Bidders Experience Summary". The Authority reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Authority that such bidder is

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properly qualified to carry out the obligations of the contract, and to complete the required work within the time stated.

Bidders attention is directed to the fact that this contract may require the construction of pipelines and manholes at a depth in excess of twenty feet; the construction of pipelines and manholes in heavily traveled state and local highways and other tasks requiring experience and resources in heavy construction. Failure to complete and submit these forms with the bid Documents will result in disqualification of the Bid. Failure to demonstrate sufficient experience and resources will result in rejection of the Bid. The Warwick Sewer Authority will be the sole and final judge of the bidder's qualifications.

6. BID SECURITY. Bid security shall be payable to the "City of Warwick". Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as Surety thereon a surety company approved by the Authority in the amount of 10 percent of the Bid. Such check or bid bond will be returned to all except the three lowest bidders within five days after the opening of bids. The remaining checks or bid bonds will be returned promptly after the Authority and the accepted bidder have executed the Contract. If no award has been made within 90 days after the date of the opening of bids, checks or bid bonds will be returned to bidders upon request.

7. POWER OF ATTORNEY. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. OBLIGATION OF BIDDERS. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

9. LAWS AND REGULATIONS. The bidder's attention is directed to the fact that all applicable federal, state and local laws for the construction, reconstruction, alterations, remodeling, repair or demolition of public works apply to this project. Likewise, the rules and regulations of all authorities having jurisdiction over construction of the project shall apply and they will be deemed to be included in the Contract the same as though herein written out in full.

Within ten days of the bid opening, the successful bidder will submit a "Confined Space Entry Program" in compliance with **29 CFR PARTS 1910**. Execution of Contract Documents will be contingent upon the submission and documentation of this program.

10. NOTICE OF SPECIAL CONDITIONS. The bidder's attention is particularly called to those parts of the Contract Documents and specifications which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.
- d. Interpretation of sketches and specifications.
- e. Special requirements for work within limits of municipally-owned, privately-owned, and State-owned property.
- f. The use of explosives and protection.

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- g. Safety and health regulations.

11. ADDENDA AND INTERPRETATIONS. No interpretations of the meaning of the Sketches, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretations shall be made in writing addressed to Earl Bond, Executive Director, Warwick Sewer Authority, 125 Arthur W. Devine Blvd., Warwick, Rhode Island, 02886; earl.w.bond@warwickri.com; 401-468-4700. To be given consideration such request must be received at least 7 days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be provided in the form of written Addenda to the Contract Documents; which, if issued, will be electronically distributed by email to all prospective bidders at the respective email addresses furnished for such purposes, not later than 2 days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid. All addenda so issued shall become part of the Contract Documents.

12. CONDITIONS AFFECTING THE WORK. Each bidder is required to fully inform himself by personal inspection and examination of the site(s) of all the various conditions related to the construction of the work. Failure to do so will not relieve the successful bidder (i.e., the Contractor) of his obligation to provide all labor, materials and equipment required to complete the work both in accordance with the contract documents and within the specific times for completion.

Insofar as possible, the Contractor will not cause any interruption with local traffic. Likewise, the Contractor will not interfere with the operations of existing public agencies, public and private utilities, or private enterprises.

Finally, the Contractor shall have made his bid in sole reliance on his investigation of all conditions affecting the work and shall not at anytime following the submission of his bid assert that there were any misunderstandings with regard to the nature and amount of work to be accomplished.

The submission of any bid will be accepted by the Authority as satisfactory proof that the bidder has satisfied himself in these respects.

13. PUBLIC ACCESS. The bidder is advised that free vehicular and pedestrian access must be maintained for the major City streets. The method of construction must therefore be compatible with this requirement.

14. TIME OF COMPLETION AND LIQUIDATED DAMAGES. Bidders must agree to commence work on or before a date to be specified in either a written Notice to Proceed or by the issuance of Work Orders, and to fully complete the project within the period specified on such documents. The parties agree that quantifying losses arising from Contractor's delay is inherently difficult insofar as delay may impact the Owner's ability to provide service to its customers and require the Owner to suffer losses that are difficult to predict and quantify at this point in the time. The parties furthermore stipulate that the agreed upon sum of \$250.00 for each consecutive calendar day beyond the specified date of completion is not a penalty but rather a reasonable measure of damages based upon the parties' experience regarding sewer construction and utility work and given the nature of the losses that may result from delay.

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15. UNCERTAINTY OF QUANTITIES. The quantities listed in the bid (proposal) are approximate. The Authority does not expressly or by implication represent that the actual amounts of work will even approximately correspond thereto. The Authority does call particular attention to the uncertainty in the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than those stated in the bid as may be necessary in the judgement of the Authority to complete the work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some bid items may be largely dependent on subsurface ground conditions encountered and, therefore, the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.

Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

16. WORK NOT LISTED IN THE BID. The bid items listed in the bid form are intended to cover all items of work to be done and materials to be furnished to fully complete the work in accordance with the Contract Documents. Appurtenant items of work shown on the details, sketches or specified including incidentals and parts of the work not listed separately or not specified to complete the work shall be provided. Payment for this incidental work shall be considered as included in the payment under the various applicable bid items of work. No separate payment will be made for such items. It shall be the responsibility of the contractor to verify any missing or incomplete data.

17. PRICES. Bidders shall state the proposed price for the work which price is to cover all expenses incidental to the completion of the work in full conformity with the Contract Documents. In the event that there is a discrepancy between the prices in words and the prices in figures, the prices in words shall govern. No bid will be accepted which does not contain a sum as indicated for each of the items enumerated in the proposal form.

18. BALANCED BIDDING. Bids should be made on each separate item of work shown in the bid proposal with reasonable relation to the probable cost of performing the particular work. The Authority reserves the right to reject wholly any bid in the case where an item or items thereof are obviously unbalanced or appear to be so unbalanced as to affect, or to be liable to affect, adversely any interests of the Authority. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain items of the work are omitted as provided in the Contract Documents.

19. METHOD OF AWARD. Bids will be compared on the basis of the relative competency and responsibility of the bidders, as determined by the Authority, **and** on the basis of the **Total of Base Bid** as listed at the end of the Schedule of Prices.

However, the Authority may reject any and all bids if it is in the public interest to do so. Also the Authority may reduce the value of the contract awarded by deleting one or more items of work listed in the bid proposal.

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20. CONTRACT. A contract in the form set forth hereinafter will be required to be executed by the successful bidder and the Authority. The attention of all bidders, therefore, is called to the form of said proposed contract and the provisions thereof.

21. FORFEITURE OF SECURITY DEPOSIT (BID BOND) FOR FAILURE TO ENTER INTO CONTRACT. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Authority for such failure or refusal the security deposited with his bid.

22. SECURITY FOR FAITHFUL PERFORMANCE. Simultaneously with the delivery of the executed Contract, the Contractor shall furnish security bond(s) in an amount as specified therein as security for the faithful performance of this Contract, and for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection therewith. The Surety on such bonds shall be a duly authorized Surety Company satisfactory to the Authority, and authorized to do business in the State of Rhode Island. The cost of providing the security bonds shall be born by the Contractor.

23. WORK ON STATE, MUNICIPAL, AND PRIVATE PROPERTY. Particular attention is directed to the fact that portions of the work included under this Contract may take place within the limits of properties that are either State-owned, municipally-owned, or privately-owned. The Contractor shall be responsible for coordinating the prosecution of the work of this Contract with the various property owners.

24. PRECONSTRUCTION CONFERENCE. The Contractor shall be prepared to attend a pre-construction conference scheduled by the Authority after award of the contract, but prior to the actual commencement of work. The main item of discussion will be the Contractor's schedule, proposed superintendent, professional engineer or land surveyor, record drawings etc.

25. LOCAL WAGE RATES. Local wage rates apply to this project. It is the responsibility of the Contractor before bid openings to request, if necessary, any additional information on local Wage Rates for those trade people who are not covered by the applicable local Wage Rate Decision, but who may be employed for the proposed work under this Contract. Refer to Section 00900 for Rhode Island Department of Labor and Training Prevailing Wage Requirements.

26. NONDISCRIMINATION IN EMPLOYMENT. Contracts for work under this bid proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, when requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract. The bidder must also execute and post a Notice of Non-discrimination in Employment in accordance with Executive Order 11246.

27. BIDDER'S EXPERIENCE SUMMARY. The following experience summary shall be completed by each bidder and submitted with his bid. Any bid submitted without a fully completed experience summary will be rejected by the Authority.

1. The Bidder (Contractor), under the current business name, shall have a minimum of ten (10) years experience in Sanitary Sewer Systems, Asphalt and Concrete Roadway Repairs and

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Reconstruction and Mechanical Work. Bidder (Contractor) that does not meet this requirement will be considered to be non-responsive and therefore, the bid will be rejected.

2. Name of Bidder (Contractor): _____

3. Year Bidder (Contractor) registered to perform work with Rhode Island Secretary of State: _____ Total number of years under that name (10-year minimum).

4. Name of all Principals of Bidder (Contractor): _____

5. Have any of the Principals named above been principals in any entity performing sewer or road work that has failed to complete the work awarded, and/or gone through voluntary or involuntary bankruptcy: ____If yes, explain circumstances and names of principals and entities:

6. List three (3) projects similar in size and scope to this project, completed within the last three (3) years, that demonstrates the Bidder's (Contractor) experience with the construction of Municipal Sanitary Sewer Work:

Project No. 1

Owner _____

Amount _____

Engineer _____

Contact _____

Project No. 2

Owner _____

Amount _____

Engineer _____

Contact _____

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Project No. 3

Owner _____

Amount _____

Engineer _____

Contact _____

7. List three (3) projects similar in size and scope to this project, completed within the last three (3) years, that demonstrates the Bidders (Contractor) experience with the construction of Asphalt and Concrete Roadway Repairs and Reconstruction:

Project No. 1

Owner _____

Amount _____

Engineer _____

Contact _____

Project No. 2

Owner _____

Amount _____

Engineer _____

Contact _____

Project No. 3

Owner _____

Amount _____

Engineer _____

Contact _____

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8. List three (3) projects similar in size and scope to this project, completed within the last three (3) years, that demonstrates the Bidders (Contractor) experience with the construction of Mechanical Work construction:

Project No. 1

Owner _____
Amount _____
Engineer _____
Contact _____

Project No. 2

Owner _____
Amount _____
Engineer _____
Contact _____

Project No. 3

Owner _____
Amount _____
Engineer _____
Contact _____

Indicate Experience in the following areas of Work. Indicate Yes or No:

Wastewater Pumps, Piping, Valves and Appurtenances _____

Wastewater Treatment, Headworks Screening, Slide Gate, Flow Isolation _____

Odor Control _____

Wastewater Solids Handling _____

Chemical and Polymer Feed, Transport and Storage _____

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Pump Station and Wastewater Treatment Ancillary Equipment and Building and Grounds Maintenance _____

9. Failure of Bidder (Contractor) to provide work experience as requested above will result in rejection of bid. All projects listed as experience must approximate or exceed the size and scope of work envisioned in this contract. Minimum amount of experience considered is \$0.5 million Dollars.

RESOURCE LIST

Provide a list of equipment and materials in Bidder's (Contractor) possession that would demonstrate his ability to perform Sanitary Sewer Systems and Asphalt and Concrete Roadway Repairs and Reconstruction. Bidder (Contractor) that does not meet this requirement will be considered to be non-responsive and, therefore his bid will be rejected.

Provide a list of equipment and materials in Bidder's (Contractor) possession that would demonstrate his ability to perform Mechanical Work Construction. Bidder (Contractor) that does not meet this requirement will be considered to be non-responsive and, therefore his bid will be rejected.

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END OF SECTION