

INVITATION TO BID

The Town of Warren, RI (the Town) is seeking competitive sealed Bids for qualified contractors to do repairs to the sanitary sewer system on a time and materials basis. Bids will be received at the Office of the Warren Town Clerk, 514 Main Street. Warren, RI 02885, until 10:30 a.m. Wednesday, October 6, 2010, at which time all Bids will be publicly opened and read aloud. No Bids will be accepted after the Bid Opening. The Work includes clearing obstructions in sewer lines or appurtenant systems, repair or replacement of street laterals or sewer mains and similar or related work.

Copies of Contract Documents may be obtained from the Office of the Town Clerk, 514 Main Street, Warren, RI 02885.

The attention of the prospective BIDDERS is called to the fact that this Project is to be Bid upon and the Contract executed under all appropriate State, Federal and local laws, including payment of the prevailing rate of wages for laborers and mechanics employed on this Project. The rates active on the Bid solicitation date for this Project are applicable for the duration of the Contract resulting from this Bid.

The Town of Warren reserves the right to reject any or all bids and to waive any informalities and to accept the proposal deemed to be in the best interest of the Town.

Persons requesting interpreter services for the hearing impaired must notify the Town Clerk's Office not less than 48 hours prior to the bid opening. (401-245-7340)

Warren is an equal opportunity provider and employer.

Julie A. Coelho
Town Clerk

INFORMATION FOR BIDDERS

The purpose of this request for bids is to develop a list of qualified contractors to do sewer maintenance, repair and rehabilitation work for the Town of Warren. Contractors are invited to submit bids on any or all of the proposed work categories.

The Invitation to Bid and all attached referenced and incorporated documents are prepared in accordance with Rhode Island General Laws Title 37, Rhode Island Department of Administration Division of Purchases Rules and Regulations General Conditions of Purchase, the Town of Warren Charter, Section 4.06 (Competitive Bidding) and the Town of Warren's Purchase Ordinances all of which are incorporated herein. These laws, rules, regulations, guidelines and ordinances referenced above govern the Invitation to Bid and all of the attached Sections.

As used herein, the following words or terms shall have the meaning as follows:

TOWN and OWNER are used interchangeably to designate the Town of Warren having its principal office at 514 Main Street, Warren, RI 02885-4369, or its duly authorized representatives.

CONTRACT DOCUMENTS means all documents contained in the Information for Bidders, Bid Form along with any addenda thereto, and also includes all materials specifically referred to in the Contract Documents.

BIDDER means any party submitting a Bid in response to this request.

CONTRACTOR means a successful bidder to whom a Contract is offered.

SCOPE OF WORK and SCOPE OF SERVICES, which may be used interchangeably, mean that which is required, whether fully or partially provided, and includes all other labor, materials, equipment and services provided or to be provided to fulfill the obligations of this Contract.

AGREEMENT and CONTRACT are used interchangeably to identify the document which binds the successful bidder and the town and governing the performance of the Work.

WORK means the provisions of the Scope of Services taken singly, collectively or in the alternative.

1. **PROJECT DESCRIPTION**

The Work is more or less as described in the Invitation to Bid, and more accurately depicted in the Contract Documents.

2. **SCOPE OF WORK**

The Work shall comprise maintenance and repair of sewer infrastructure belonging to the Town of Warren, including, without limitation, clearing of obstructions in sewer lines, removal of tree roots or other vegetative incursions, repair or replace broken or damaged pipe, joints, manholes, and any and all other appurtenant structures, lining of existing piping, inspection of sewer infrastructure and such other work as may be assigned. Such

Work shall be performed on a time and materials basis upon direction from the Town Manager or the Sewer Plant Operator or their designees.

3. RECEIPT OF BIDS

The OWNER will receive sealed Bids for the Work until 10:30 a.m. prevailing local time on Wednesday, October 6, 2010, ("Bid Deadline") at the Office of the Town Clerk 511 Main Street, Warren, Rhode Island 02885, at which time the Bids will be publicly opened and read aloud.

4. POSTPONEMENT OF DATE FOR PRESENTING AND OPENING BIDS

The OWNER reserves the right to postpone the date for presentation and opening of Bids and will give written notice of such postponement to each BIDDER.

5. BID FORM

- A. Each Bid shall be submitted on the attached Bid Form. The Bid Form is incorporated in its entirety herein. All blank spaces for Bid prices must be filled in with the Unit Price for the item or the Lump Sum Price for which the Bid is made.
- B. Bid Forms shall be completed in ink or be typewritten. Any hand written corrections or modifications must be initialed.
- C. A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected by the awarding authority as being unbalanced.
- D. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidenced of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- E. Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- F. All names and titles shall be typed or printed below the signature.
- G. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- H. The address to which communications regarding the Bid are to be directed shall be shown.
- I. One copy of each Bid shall be submitted in a sealed envelope plainly marked on the outside with the name of the BIDDER, his address, and the Project Name
- J. If forwarded by mail or by a package delivery service, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER.

6. EXAMINATION OF CONTRACT DOCUMENTS

- A. It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) consider federal, state and local laws, rules, regulations and guidelines that may affect cost, progress, performance of furnishing of the Work, (c) notify the TOWN of all conflicts, errors or discrepancies in the Contract Documents a minimum of three (3) working days prior to the Bid Opening date. Failure to perform any of these tasks will not constitute justification for additional compensation. The Contract Documents that will form the basis of this Project are as defined in the Agreement between OWNER and CONTRACTOR on the Basis of Unit Prices (“Agreement”)
- B. Before submitting a Bid, each BIDDER may, at BIDDER’S own expense, make such additional examinations and tests which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Failure to do so will not be considered justification for additional compensation.
- C. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by BIDDER in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by BIDDER. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- D. The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this paragraph that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7. INTERPRETATIONS

- A. All questions about the meaning or intent of the Contract Documents shall be received in writing by the TOWN at least seven (7) calendar days before the date herein set for the opening of Bids.
- B. Written clarifications or interpretations will be issued by Addenda not later than five (5) calendar days before the Bid Opening date. Only responses provided by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be faxes and mailed via certified mail, with return receipt requested, to all parties recorded as having received the Contract Documents.

- C. Each BIDDER shall be responsible for determining that he has received all Addenda issued.

8. CONTRACT TIME

Because this request is for time and materials costs on separate jobs through the course of the Contract term, each job shall have its own time period for execution.

9. MODIFICATION AND WITHDRAWAL OF BID

Per Section 5.9 of Rhode Island's Department of Administration Division of Purchases Rules and Regulations General Conditions of Purchase:

- A. OWNER shall be the sole determiner of whether correction or withdrawal of Bids may be made without penalty. OWNER shall respond to requests for correction or withdrawal within ten (10) working days, notifying the BIDDER of the status of his Bid. Correction of a Bid at any time prior to Bid Opening may be permitted without penalty when a BIDDER requests that his unopened Bid be returned and he resubmits a corrected Bid prior to the Bid Opening. A BIDDER who fails to resubmit a corrected Bid before the Bid Opening shall be considered non-responsive. Requests by the apparent low BIDDER for correction of Bids identifying all error(s) and specifying corrective action shall be submitted in writing to the OWNER and shall be re-evaluated with all other offers within (5) calendar days after the Bid Opening.
- B. Requests for withdrawal of Bids shall be submitted in writing to the OWNER, providing an explanation for the action. It shall be within the sole determination of the OWNER whether or not to permit the withdrawal of Bids.

OWNER's decisions regarding the modification of withdrawal of Bids will be communicated writing to the BIDDER.

10. PRICES

The bid price is to include the furnishing of all material, plant, equipment, tools, labor, and other facilities required for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. After the award of the Agreement, if the CONTRACTOR desires to use equipment or methods other than those specified or shown on the documents provided by OWNER, the CONTRACTOR shall submit data to prove equality, submit reason for change, submit the amount of credit (if any) to the Contract Price (as defined in the Agreement) and provide engineering at CONTRACTOR's cost for any changes required to arrive at a decision as to the suitability of the substitution.

11. RHODE ISLAND SALES AND USE TAX

Materials and equipment purchased for installation under this Agreement are exempt from the Rhode Island Sales Tax. The exemption from Rhode Island Sales Tax shall be taken into account by the BIDDER during Bidding.

12. ACCEPTANCE OR REJECTION OF BIDS

The OWNER reserves the right to reject any or all Bids, or to accept any Bid or Bids as it deems serves its best interest. Any Bid which is incomplete, obscure, irregular, contains false or incorrect information may be rejected; any Bid having erasures or corrections in the price sheet may be rejected; any Bid which omits a price on any one or more items may be rejected.

13. AWARD OF CONTRACT

The OWNER reserves the right, prior to award of the Agreement, to delete any portion of the Work as its interests may appear, and to adjust the quantities of Work at any time. The OWNER reserves the right to reject any or all Bids, to select multiple Bidders and to waive any irregularities in bidding. The successful BIDDER or BIDDERS will be required to furnish the necessary insurance certificates as detailed herein.

The award of the Agreement will be made with reasonable promptness by written notice to the responsive and responsible BIDDER or BIDDERS whose selection will be based upon the lowest Bid prices or lowest evaluated or responsive Bid prices. Awards shall be made within ninety (90) days of the Bid Opening.

14. BIDDER'S QUALIFICATIONS

Bidders are required to complete the Bidder Qualification Form included with these specifications. Bidders may also be required to submit financial and other information as requested by the Town.

The award of the Agreement will be made with reasonable promptness by written notice to the responsive and responsible BIDDER(S) whose Bid is either the lowest Bid price or lowest evaluated or responsive Bid price. BIDDERS must have experience with the special types of work included in this Project.

It is the intention of the OWNER not to award this Agreement to any BIDDER who does not furnish evidence satisfactory to the OWNER that he has the ability, skill, integrity and experience in this class of Work and that has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the Contract Time. Award of this Agreement will take into consideration the reliability of the BIDDER, the quality of materials, equipment or supplies to be furnished their conforming to the specifications, the purposes for which required, terms of delivery and the best interests of the OWNER.

In determining the skill, ability, and integrity of the responsible and eligible BIDDERS, the following elements will be considered: whether the BIDDER has (a) previously defaulted on, failed to perform properly, or failed to complete on time, entered into pending litigation or legal proceedings, contracts of similar nature; (b) habitually and without just cause neglected payment for material or to employees; (c) a permanent place of business and has met the necessary requirements to do business in the State of Rhode Island; (d) adequate plant and equipment to do the Work properly; (f) a suitable financial

status to meet the obligations incident to the Work; (g) appropriate technical experience; and (h) labor force that can work in harmony with all other elements of labor employed.

15. LOCAL BIDDER'S PREFERENCE

Bids specifications and all factors being equal, preference shall be given to BIDDERS whose primary place of business is in the Town of Warren, RI. BIDDERS whose principal place of business is within the Town of Warren, RI and whose Bid is within 5% of the lowest responsive and responsible Bid shall be allowed the opportunity to reduce their Bid to a level equal to the lowest responsive and responsible Bid. Such a Bid adjustment must occur within two business days of the Bid Opening.

16. LAWS AND REGULATIONS

BIDDER shall comply with all applicable federal, state and local laws, rules, regulations, guidelines and ordinances in preparation of its Bid as well as in its performance under the Agreement if the BIDDER is selected.

17. MINIMUM WAGE RATES

BIDDER is required to comply with certain employment and minimum wage rate conditions detailed in the Contract Documents and in the local, state and federal laws, rules, regulations and guidelines. In conformity with the Provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the Work is undertaken, at regular rates plus overtime for overtime and holidays and prevailing payments to lawful welfare pension, vacation, apprentice training and educational funds, etc. Such a schedule of wages has been established on a minimum hourly basis and is on file in the office of the State Department of Labor.

18. LOW BIDDER(S) AND ACCEPTANCE OF THE BID(S)

Except where the OWNER exercises its right to reject any or all Bids and the provisions of Section 14 of this document, the Work will be awarded pursuant to the provisions of Section 12 hereof.

Within sixty (60) days after opening the Bids the OWNER will prepare a Notice of Award signed by a duly authorized representative of the OWNER. This Notice of Award shall bind a successful BIDDER to execute the Agreement. The rights and obligations provided for in the Agreement shall become effective and binding upon the OWNER only with its formal execution by the OWNER.

19. EXECUTION OF AGREEMENT AND DAMAGES FOR FAILURE TO EXECUTE

Any BIDDER whose Bid shall be accepted will be required to execute the Agreement within three (3) days after notice that the Agreement has been awarded to it. Failure or neglect to do so shall constitute a breach of the Agreement affected by the acceptance of the Bid.

The damages to the OWNER for such a breach shall include loss from the interference with his construction program and other items. In the event any BIDDER whose Bid shall

be accepted shall fail or refuse to execute the Agreement, the OWNER may, at its option, determine that such BIDDER has abandoned the Agreement and thereupon its Bid and the acceptance thereof shall be null and void.

20. SAFETY AND HEALTH REGULATIONS

- A. This Project is subject to all pertinent Safety and Health Regulations, including but not limited to, CFR 29 Part 1926 and all subsequent amendments as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.
- B. The successful BIDDER shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).
- C. The successful BIDDER shall have a competent person or persons, as required under the Occupational Safety and Health Act on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

21. LABOR REGULATIONS

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications.

- A. The Agreement under this proposal will obligate the BIDDER and its subcontractors not to discriminate in employment practices and conform to Executive Order No. 11246. The CONTRACTOR shall also comply with the Labor Standards Provisions for minimum wages and payroll certifications.
- B. BIDDERS must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Agreement.
- C. Successful BIDDERS must, if required, submit a list of all of its subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.
- D. CONTRACTOR shall be required to submit certified payroll documentation when requested to certify that wages are in compliance with the current wage rate determination.

22. ACCESS TO SITE

Representatives of the OWNER shall have access to the Work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.

23. STEEL PRODUCTS PROCUREMENT ACT

The Provisions of RIGL 37-2.1 shall be included in this Project to the extent that it is applicable.

24. NON-DISCRIMINATION

The successful BIDDER will be required to ensure that that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

25. NON-EXCLUSIVITY

CONTRACTOR is not precluded by entering into AGREEMENT with the TOWN from also performing work for a homeowner whose house lateral may be involved in a sewer problem. CONTRACTOR is obliged to separate the work and to invoice the TOWN only for work done on the Street Lateral or Main Sewer. CONTRACTOR who may be first called by the homeowner shall not commence any work on the public infrastructure until being directed to do so by the Town Manager or Sewer Plant Operator or their respective designees.

BIDDER QUALIFICATION FORM

Bidder's Name _____

Each bidder is required to submit information that exemplifies the qualifications to successfully implement the scope of work required by the Construction Documents. At a minimum, the

information submitted shall include information requested on the forms below, Attach additional sheets if necessary.

Previous Experience with Similar Work

Provide written descriptions of at least three but not more than 10 previous projects with similar work efforts,

1. Project Name _____
Project Location _____
Scope of Work _____
Date Completed _____
Owner Representative and Contact Number _____

2. Project Name _____
Project Location _____
Scope of Work _____
Date Completed _____
Owner Representative and Contact Number _____

3. Project Name _____
Project Location _____
Scope of Work _____
Date Completed _____
Owner Representative and Contact Number _____

4. Project Name _____
Project Location _____
Scope of Work _____
Date Completed _____
Owner Representative and Contact Number _____

5. Project Name _____
Project Location _____
Scope of Work _____
Date Completed _____
Owner Representative and Contact Number _____

List of Subcontractors

1. Name _____
Address _____
Contact Person _____ Phone _____
Work to be Performed by Subcontractor: _____

2. Name _____
Address _____
Contact Person _____ Phone _____
Work to be Performed by Subcontractor: _____

BID FORM

PROJECT IDENTIFICATION: Sanitary Sewer Rehabilitation

THIS BID IS SUBMITTED TO: Warren Sewer Commission

Wastewater Treatment Facility
 427 Water Street
 Warren, RI 02885

The undersigned BIDDER proposes and agrees as follows:

- A. If this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- B. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 1. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

- 2. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3. BIDDER has given TOWN written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by TOWN is acceptable to BIDDER.
- 4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

D. BIDDER will complete each job assigned according to the following schedule of prices:

Item No.	Unit	Item	Unit Price
1		Cleaning and Inspection of Sewer Pipe	
1A	LF	4" diameter	_____

1B	LF	6" diameter	_____
1C	LF	8" diameter	_____
1D	LF	10" diameter	_____
1E	LF	12" diameter	_____
1F	LF	15" diameter	_____
1G	LF	18" diameter	_____

2 Removing Roots from Sewer Pipe

2A	LF	4" diameter	_____
2B	LF	6" diameter	_____
2C	LF	8" diameter	_____
2D	LF	10" diameter	_____

3 Testing of Joints

3A	Each	4" diameter	_____
3B	Each	6" Joint	_____
3C	Each	8" Joint	_____
3D	Each	10" Joint	_____
3E	Each	12" Joint	_____
3F	Each	15" Joint	_____
3G	Each	18" Joint	_____

4 Sealing of Joints

4A	Each	4" diameter	_____
4B	Each	6" Joint	_____
4C	Each	8" Joint	_____
4D	Each	10" Joint	_____

Item No.	Unit	Item	Unit Price
4E	Each	12" Joint	_____
4F	Each	18" Joint	_____

5 CIP Liner Spot Repair

5A	Each	4" diameter	_____
5B	LF	6" Pipe	_____
5C	LF	8" Pipe	_____
5D	LF	10" Pipe	_____
5E	LF	12" Pipe	_____
5F	LF	18" Pipe	_____

6 Manholes

6A	VF	Complete Rehabilitation	_____
6B	Each	Expose Manhole Cover/Raise to Grade	_____
6C	Each	Replace Manhole Cover	_____
6D	Each	Replace Manhole Frames	_____

7 Service Connections/Laterals

7A	Each	Test Service Connection	_____
7B	Each	Seal Service Connection	_____
7C	LF	Lining Service Laterals	_____
7D	Each	Install Service Lateral Cleanout	_____
7E	Each	Cut Protruding Service Connection	_____
7F	Each	Install Service Connection	_____

8 Pipe Replacement

5A	LF	Dig/Replace 4" Pipe	_____
5B	LF	Dig/Replace 6" Pipe	_____
5C	LF	Dig/Replace 8" Pipe	_____
5D	LF	Dig/Replace 10" Pipe	_____
5E	LF	Dig/Replace 12" Pipe	_____

Item No.	Unit	Item	Unit Price
5F	LF	Dig/Replace 15" Pipe	_____
5G	LF	Dig/Replace 18" Pipe	_____

E. Communications concerning this Bid shall be addressed to the BIDDER at the address indicated.

F. This Bid is submitted on _____, 2010 by:
 sewercontractor I-14

An Individual

By _____ (Individual's Name) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (Firm Name) (SEAL)

_____ (General partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ (Corporation name)

_____ (State of incorporation)

By _____ (Name of person authorized to sign)

_____ (Title)

(CORPORATE SEAL)

Attest _____ (Secretary)

Business address: _____

Phone No.: _____

CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am the
_____ of the corporation named as BIDDER
in the _____ within the Bid Form: that
_____ who signed the said Bid Form on behalf of
the BIDDER was then _____ of said
corporation; that his signature thereto is genuine; and that said Bid Form was duly signed, sealed and
executed for and in behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

Dated _____, 2010