

SECTION 00200

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office: The office from which the Bidding Documents are to be issued, and which registers plan holders. The issuing Office is:

Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865
Phone: 401 334-4100
Open Monday through Friday during the hours 8:00am-4:45pm
 - B. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, Supplements to Bid Forms, Appendices and Bid Securities, identified herein.
 - C. Contract Documents: The Contract Documents are identified as Project Manual and Plans entitled “Kent County Water Authority New Office and Maintenance Building 35 Technology Way West Greenwich, RI” dated September 9, 2022 as prepared by the Engineer, Pare Corporation located at 8 Blackstone Valley Place Lincoln, RI and the Architect, Vision 3 Architects of 225 Chapman Street Providence, RI, and identified in the Table of Contents, Project Manual and Specifications. Project Manual and Plans are identified as Pare Project Number 21206.00 and Vision 3 Project Number 22007a. Contract Documents include all issued Addenda.
 - D. Bid, Offer, or Bidding: Act of submitting an offer under seal.
 - E. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete paper hardcopy set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents) from the Issuing Office in the number and the deposit sum, if any, stated in the Advertisement or Invitation to Bid. Contract Documents include “Issued for Bid” drawings dated 9/9/2022 (full list of drawings contained on the Cover Sheet of drawing package) and “Issued for Bidding” Project Manual dated 9/9/2022 (full list of specification sections contained in the Table of Contents). It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid including all issued Addenda. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances. Plans in electronic format are confidential and shall not be shared for any purposes other than bidding. Following bidding, Plans shall be deleted and disposed.
- 2.03 Owner has established a Bidder Registration Website as indicated in the Advertisement for Bids. Owner requires that Prospective Bidders must register with the Bidder Registration Website and obtain hard paper copies of the complete plans and specifications (Bid Documents) to be considered responsive. Paper copies of the Bid Documents may be obtained and/or observed at

the Issuing Office. For security, the Project Manual containing the contract specifications only will be made electronically available on the Bidding Registration website. Upon request, attendees will be provided access to the Plans in secure electronic format. Only one set of contract documents shall be provided per contractor.

- 2.04 Bidders may rely that specifications downloaded from the Bidder Registration Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Upon receipt of Bid Documents, Bidder is responsible to verify that documents are complete. Notify Engineer should the documents be incomplete. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.
- 2.06 Paper copies of the Bid Documents will be made available at the Issuing Office on and after September 12, 2022. Issuing office is the Engineer's Office:

Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865
Phone: 401 334-4100
Open between the hours of 8:00 A.M. and 4:45 P.M., Monday thru Friday

Only one set of contract documents shall be provided per contractor.

- 2.07 Bidders may request PDF copy of Plans by emailing Al DiBiasio of Pare Corporation at ADiBiasio@parecorp.com. Plans will be pass-word protected. Contractor shall only share with subcontractors bidding on this project. Plans contain confidential information.
- 2.08 Electronic Documents
 - A. As noted above, the Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer, Architect, and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner, Architect, and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.03 above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information. Plans in electronic format are confidential and shall not be shared for any purposes other than bidding. Following bidding, the Bidders and all entities that gained access to the Plans and Specifications shall delete and/or dispose of any electronic or hard copies referenced during the bidding process.
 - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Architect and Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Civil CAD base files – Autodesk Civil 3D 2020

- b. Architectural CAD base files – Autodesk AutoCAD 2020 (Including MEP/FP, Structural, Low Voltage, etc.)
- 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document. The Contractor will be required to sign an Electronic File Transfer Agreement / Indemnification Agreement prepared by the Architect or Engineer.
- 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To be considered a responsive Bidder, the Contractor shall have obtained at least one set of paper plans and specifications from the Engineer. The Bid will not be awarded to a Bidder unless a record exists in the office of the Engineer of the Contractor having received at least one set of paper plans and specifications from the Engineer. To meet this requirement and to establish the record of purchase, a prospective Bidder must obtain paper plans and specifications using the name that is to appear in the Bid Documents and register on the Bidder Registration Website.
- 3.02 The Kent County Water Authority may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Kent County Water Authority all such information and data for this purpose as the Kent County Water Authority may request.
- 3.03 The Kent County Water Authority reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 3.04 It is the intention of the KCWA to obtain bids only from contractors with specialized experience in potable water supply facilities construction projects. To be considered for this project the successful Bidder shall meet the following conditions.
 - A. The successful Bidder shall have successfully completed at least three (3) projects of similar size and complexity in the last five (5) years, involving public building construction projects. Proof of compliance with this condition, along with references, shall be provided upon request. The Owner may request contacts of any previous projects of a Bidder deemed necessary to effectively evaluate the Bidder's Qualifications.
 - B. The successful Bidder shall have an on-site construction supervisor with at least ten (10) years' experience in public building construction of a similar nature to the Work proposed on the Contract Documents. The use of a specific construction supervisor will be upon approval of KCWA. The qualifications of the proposed construction supervisor shall be submitted to the Owner upon request. It should be noted that the failure to provide the stated agreed upon construction supervision throughout all aspects of the project may be grounds for bid rejection or contract termination. The substitution of construction supervision, without written approval of KCWA, may be grounds for termination.

- C. In addition to a skilled construction supervisor, all personnel utilized in significant roles in this project shall be properly trained and experienced in the tasks involved in the work.
- 3.05 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as previous experience and present commitments. Include information sufficient to satisfy requirements described in Section 3.03 above.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. List of Subcontractors and qualification information.
 - E. Qualifications for the Pre-Engineered Metal Building (PEMB) Manufacturer and Installer.
 - 1. The Bidder shall indicate the manufacturer of the PEMB system proposed, and the name of the Installer (and indicate if the Installer will be Sub-contracted by the General Contractor).
 - 2. The Bidder shall also include literature and product data on the specific PEMB system being proposed. Product data shall include, but shall not be limited to the following:
 - a. Strategy to ensure that the PEMB components (i.e. floors, walls, roof) will conform to RI State Energy Code. Provide schedule with R-values of all components, and a description of the proposed assemblies or include PEMB manufacturer's details confirming compliance.
 - b. Anticipated cast-in-place concrete floor slab thickness and proposed reinforcing.
 - c. Anticipated cast-in-place foundation wall thickness.
 - 3. The Bidder shall provide evidence that the PEMB Installer is an approved, certified installer of the PEMB manufacturer proposed in the Bid.
 - F. Qualifications for the Design-Build Subcontractor responsible for the design and installation of the Fueling Station System. The Bidder shall provide evidence that the Fueling Station Design-Build Contractor has completed at least three (3) projects of similar size, delivery method (i.e. Design-Build) and complexity in the last five (5) years.
 - G. Other required information regarding qualifications.
- 3.06 To receive full consideration, the Bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the KCWA may have full information when analyzing the bid proposals.
- 3.07 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.08 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A mandatory pre-bid conference will be held for General Contractors at the time and location indicated in the Advertisement for Bid. Representatives of Owner, Architect, and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its

participation. Bidders must sign in using the name of the organization that will be submitting a Bid.. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum

- 4.02 All general contract and major subcontract Bidders are invited.
- 4.03 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. Contractor is made aware that soils with contamination, hazardous or non-hazardous is a risk at any project site in Rhode Island. The Contractor acknowledges that contaminated materials may be present, has an adequate health and safety plan in place, and will not request additional costs for working with these materials or preparation of a health and safety plan from the Owner or Engineer in the event contaminated soils are uncovered during construction. Costs for contaminated soil hauling, disposal, tipping fee will be manage in accordance with the Contract Documents.

5.03 Site Visit and Testing by Bidders

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the mandatory pre-bid conference. Maps to the Site will be available at the Pre-Bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit, must be coordinated through the following Engineer contact for visiting the Site:

Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865
Phone: 401 334-4100

Bidder must be accompanied by an owner's representative during normal working hours (8:00am-4:45pm) to conduct the Site visit.

- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.04 Other Work at the Site

- A. Roof-Mounted Solar Array: The Owner has contracted with another firm for design and installation of a roof-mounted solar array on the proposed building. The Contract Documents depict the approximate layout of the solar array. The Contractor and their Pre Engineered Building Manufacturer will be required to coordinate the design and installation of the roof-mounted solar array with the Solar Contractor. The Contractor will coordinate design issues, schedule, access, and provide the specified infrastructure on the Contract Documents. All

efforts associated with coordination, design, and scheduling will be included in the Contractor's base bid price. Refer to Contract Documents for additional information. .

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

6.02 Prices

- A. Bidders shall state the proposed price in the manner as designed in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit price shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
- B. I agree that the price in this Bid shall be irrevocable for 90 days, or until the Bid is awarded by the Kent County Water Authority. After award by the Kent County Water Authority, said prices shall then remain firm for the duration of the Contract.
- C. Bidders shall state, separately, the actual costs for each part of the proposal in the space allotted on the bid sheets. The practice of bidding miniscule costs that bear no relationship to the actual costs of the work or materials is prohibited. The practice is also referred to as "minus bidding", "unbalanced bidding" "pennyng", etc. Any bid submitted in said manner shall constitute a material variance and shall be rejected.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Questions shall be submitted by email to Al DiBiasio and David Potter of Pare Corporation at ADiBiasio@parecorp.com and DPotter@parecorp.com, respectively.
 - B. Questions must be received by 5:00 pm on September 23, 2022. Responses to questions received after this time will not be provided.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received after September 23, 2022 may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check, payable to the Kent County Water Authority.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.
- 8.05 Include the cost of Bid Security in the Bid Price.

ARTICLE 9—CONTRACT TIMES

- 9.01 Contract period is 545 consecutive calendar days from date set in the Notice to Proceed to Final Completion. Substantial Completion is 457 consecutive calendar days. If financially advantageous to the Kent County Water Authority, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- 10.03 In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in the Work and changes to Contract Time and Contract Price to accommodate such

substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions shall not be considered.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of ALL Subcontractors proposed for the project. List shall include the PEMB and Fueling Station Design-Build Subcontractor.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. Each Bid must be submitted on the prescribed form and submitted in duplicate.
 - B. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - C. All blank spaces for Bid prices must be filled in ink or typewritten, both in words and figures.
 - D. Each Bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.
 - E. Supplemental information, drawings, warranties, literature, and material to be provided with the Bid shall be on the Bidders own form.
 - F. Submit with the Bid, all surety requirements, provisions, and enclosures.
- 12.02 Bid Form Signature
 - A. A Bid by a corporation must be executed in the corporate name by an authorized corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the

President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope

- B. A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown. Affix seal to each signature.
 - C. A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of each member of the joint venture must be shown. Affix seal of each member to each signature.
 - D. All names must be printed in ink below the signatures.
- 12.03 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.04 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.05 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.06 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Base Bid with Alternates

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

ARTICLE 14—PREVAILING WAGE RATES

- 14.01 All work under this Contract is subject to the prevailing wage rates of the State of Rhode Island, which are available online at: HYPERLINK "<http://www.sam.gov>" www.sam.gov (General Decision Number RI20220001).
- 14.02 Bid prices must reflect adherence to the provisions of State Labor Laws concerning payment of prevailing wages (see RI General Laws Sec. 37 et seq. as amended). The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Bidders shall inform themselves as to the local labor conditions such as the length of workday and work week, overtime

compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

- 14.03 As required under RIGL 37-13-13, the successful contractor and/or sub-contractor(s) must certify and submit weekly payroll forms. Rules and requirements for prevailing wages and the associated required payroll forms are located at <http://www.dlt.ri.gov/pw/pwFormsPubs.htm>.
- 14.04 The attention of bidders is particularly referred to the Federal and State requirements as to conditions of employment to be observed and wage rates to be paid under the contract as determined by the Department of Labor and Industries under the provision of Chapters 12 and 13 of Title 37, General Laws of Rhode Island, 1956, as amended. The bidder's attention is also called to the "Equal Opportunity Clause", the "Contract Work Hours and Safety Standards Act", Copeland Anti-Kickback Act, Davis Bacon Act, the Clean Air Act, and Federal and State DBE requirements of the Contract.

ARTICLE 15—RI DEPARTMENT OF HEALTH REQUIREMENTS

- 15.01 Bidders shall comply with all requirements of the RI Department of Health described within the Bidding Documents for this project. Refer to Appendix E.
- 15.02 Bidders shall be familiar with the Drinking Water State Revolving Fund requirements pertaining to American Iron and Steel.
- 15.03 Contractor must submit a Disadvantaged Business Enterprise (DBE) Work Plan to the State's Office of Diversity, Equity, and Opportunity (ODEO) for this project. The Contractor must comply with the ODEO goal of 10% involvement by State approved DBE Firms.

ARTICLE 16—SUBMITTAL OF BID

- 16.01 The Bidding Documents include two separate unbound copies of the Bid Form. The unbound copies of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 12 above and Article 2 of the Bid Form.
- 16.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement for Bid and must be enclosed in a plainly marked sealed package with the Project title, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "KCWA Operations Facility - **BID ENCLOSED.**" A mailed Bid must be addressed to the location designated in the Advertisement.
- 16.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 17—MODIFICATION AND WITHDRAWAL OF BID

- 17.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 17.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 18—OPENING OF BIDS

- 18.01 Bids will be opened at the time and place indicated in the Advertisement for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 19—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the 90-day period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 20.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. The Owner reserves the right to accept or reject any or all offers.
- 20.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 20.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and the qualifications and experience of Subcontractors proposed for those portions of the Work for which the identity of Subcontractors must be submitted as provided in the Bidding Documents.
- 20.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors.
- 20.06 All applicable Federal and State Laws, Ordinances and Codes of the Kent County Water Authority and Regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.
- 20.07 The Kent County Water Authority will not award the Contract to any contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Kent County Water Authority, or the laws of the State of Rhode Island. If the successful Bidder is a corporation NOT authorized to do business in the State of Rhode Island, it shall qualify to do business in the State of Rhode Island, immediately after the award of the contract.
- 20.08 The successful bidder must provide proof of liability and worker's compensation insurance coverage in the aggregate minimum amount as specified herein. Such proof of insurance must specify the Kent County Water Authority as additionally insured and as certificate holder.
- 20.09 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. Bids will be evaluated and scored based on a 100-point system. The breakdown of point allocations and respective criteria is detailed below:
 - 1. 40 points – Prime Contractor Experience and Qualifications

- a. Resumes for project managers and key personnel.
 - b. Financial stability of the firm.
 - c. Project references for similar and recent projects.
 - d. Schedule.
 - e. Availability of equipment and personnel.
2. 20 points – Major Subcontractors and Material Suppliers' Experience and Qualifications (all subcontractors and vendors responsible for greater than 10% of the overall project cost)
 - a. Project references for similar and recent projects (subcontractors and material suppliers).
 - b. Resumes for project managers and key personnel (subcontractors).
3. 10 points – Overall Quality of the Bid Package
 - a. Completeness and organization.
4. 30 points – Project Cost
 - a. Total Project Cost points determined by the following equation:
$$\text{Points} = 60 - 30 \times (\text{Bidder's Project Cost} / \text{lowest Bidder's Project Cost})$$
5. Lowest responsive and responsible bidder will be awarded the full 30 points. All other bidders will be awarded a portion of the 30 available points based on the formula above. Any bidder that is twice or more the bid price of the low bidder will be awarded 0 points for the Project Cost point allocation.

ARTICLE 21—BONDS AND INSURANCE

21.01 BONDS

- A. The successful Bidder will be required to furnish the Kent County Water Authority with a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the KCWA.
- B. The failure of the successful Bidder to supply the required Bonds within a time specified or within such extended period as the Kent County Water Authority may grant based upon reasons determined sufficient by the Kent County Water Authority, shall constitute a default, and the Kent County Water Authority, may either award the contract to the next lowest Bidder or re-advertise for Bids.

21.02 INSURANCE

- A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptable by the Kent County Water Authority.
- B. The Contractor shall also indemnify and save harmless the Kent County Water Authority, the Engineer and Architect against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Bid.
- C. The Contractor shall furnish certificates of insurance from companies acceptable to the Kent

County Water Authority. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The contractor shall provide a certificate of insurance as specified on the Bid proposal form. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is accepted by the Kent County Water Authority.

- D. The limits must be at minimum in the amounts specified in the Supplemental Conditions.
- E. The Contractor shall secure, pay for, and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.
- F. The Contractor shall require a similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Contractor shall be fully responsible for the acts and omissions of his sub-contractors and of persons employed either directly or indirectly by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract shall create any contractual relation between any sub-contractor and the Kent County Water Authority

ARTICLE 22—SIGNING OF AGREEMENT

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 23—SALES AND USE TAXES

- 23.01 Owner is exempt from payment of sales and compensating use taxes of the State on all materials to be incorporated into the Work.
- A. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - B. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work. Rhode Island Sales and Use Tax: Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the CONTRACTOR during Bidding.
 - C. Rhode Island Sales Tax: The Kent County Water Authority is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.
 - D. Federal Excise Taxes: The Kent County Water Authority is exempt from the payment of any excise or federal transportation taxes. The Bid Price must be exclusive of taxes and will be so construed.

ARTICLE 24—TIME OF COMPLETION AND LIQUIDATED DAMAGES

- 24.01 The Bidder must agree to commence Work on or before the date specified in the written Notice to Proceed of the Owner, and to fully complete the Project within 545 consecutive calendar days.

KCWA – OFFICE AND MAINTENANCE BUILDING
35 Technology Way
West Greenwich, RI
Issued for Bid

PARE CORPORATION
Pare Project #: 21206.00
September 9, 2022
Addendum 2 – September 30, 2022

24.02 The Bidder must agree also to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

ARTICLE 25—RETAINAGE

25.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 26—PERMITS

26.01 The Contractor shall obtain and pay for all Permits as required by the Town, State and Federal Regulations (i.e. general building, hazardous waste manifest and disposal, etc.), utility companies, etc.

26.02 The Contractor will also be responsible for the state process fee (CE and ADA fee), which is 0.1% of the construction cost.

26.03 The cost of the permit fees shall be made as part of the base Bid Price.